

































# CHARTERS, ORDINANCES

AND

## OTHER DOCUMENTS

RELATING TO THE

### CORPORATE PROPERTY AND FRANCHISES

OF THE

## Chicago and Northern Pacific Railroad Company,

The

## Chicago and Calumet Terminal Railway Company,

AND THEIR

### CONSTITUENT CORPORATIONS,

RECORDED PRIOR TO MARCH 1ST, 1892.

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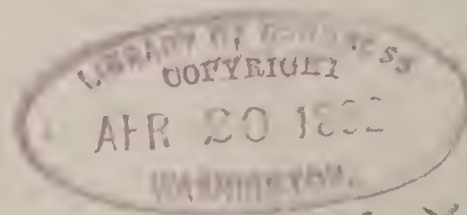
PUBLIC RECORDS AND ARRANGED WITH AN INTRODUCTION, NOTES AND MAP,

BY HENRY S. BOUTELL.

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# INTRODUCTION.





## INTRODUCTION.

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A railroad company, in constructing and operating its road within the limits of the City of Chicago, in addition to the rights and franchises contained in its charter from the State of Illinois, must possess additional rights, secured by contract, permit or ordinance, from one or all of the following governments or municipal corporations: The United States of America, the County of Cook, the towns of South Chicago, West Chicago, North Chicago, Jefferson, Lake, Hyde Park, Lake View, Cicero and Calumet, the West Chicago Park Commissioners, the South Park Commissioners, the Lincoln Park Commissioners, the Commissioners of the Illinois and Michigan Canal, the Trustees of the Sanitary District of Chicago and the City of Chicago.

### STATE OF ILLINOIS.

The territory now embraced within the limits of the States of Illinois and Indiana was formerly a part of the territory of the Commonwealth of Virginia. By act of December 20, 1783, the Legislature of Virginia authorized its delegates in Congress to convey to the United States that portion of the territory of the colony lying north-westward of the Ohio river. The deed of session was made March 1, 1784. An act passed by the Colonial Congress July 13, 1787, and thereafter known as the Ordinance of 1787, became the organic law for the government of the territory so ceded, which was known as the Northwest Territory. By act of Congress of May 7, 1800, this territory was divided into two separate governments, that portion included within the present limits of the States of Illinois and Indiana being known as the Indiana Territory. By act of Congress of February 3, 1809, the Territory of Indiana was divided into two separate governments, known as the Territory of Indiana and the Territory of Illinois. Indiana was admitted to



the Union December 11, 1816. April 18, 1818, Congress passed an act to enable the people of the Illinois Territory to form a constitution and State government. August 26, 1818, a constitutional convention held at Kaskaskia passed an ordinance accepting the provisions of the enabling act of April 18, 1818, and December 3, 1818, a resolution of Congress declaring the admission of Illinois into the Union was approved.

The first constitution of the State of Illinois was adopted August 26, 1818. The second constitution of the State was adopted by convention August 31, 1847, ratified by a vote of the people March 6, 1848, and in force April 1, 1848. The present constitution of the State of Illinois was adopted in convention May 13, 1870, ratified by the people July 2, 1870, and in force August 8, 1870.

Prior to the adoption of the present constitution the Legislature of the State of Illinois had full power to pass private laws and grant special charters to corporations, either in perpetuity or for a limited term. Although from time to time general incorporation laws were passed applicable to certain kinds of corporations, as a general rule all corporations, whether civil, charitable, municipal or railroad, were organized under special charters. The constitution of 1870 contains the following provisions relating to corporations and railroads:

## ARTICLE XI.

### CORPORATIONS.

SECTION 1. No corporation shall be created by special laws, or its charter extended, changed or amended, except those for charitable, educational, penal or reformatory purposes, which are to be and remain under the patronage and control of the State, but the General Assembly shall provide, by general laws, for the organization of all corporations hereafter to be created.

SECTION 2. All existing charters or grants of special or exclusive privileges, under which organization shall not have taken place, or which shall not have been in operation within ten days from the time this Constitution takes effect, shall thereafter have no validity or effect whatever.

SECTION 3. The General Assembly shall provide, by law, that in all elections for directors or managers of incorporated companies,

every stockholder shall have the right to vote, in person or by proxy, for the number of shares of stock owned by him, for as many persons as there are directors or managers to be elected, or to cumulate said shares, and give one candidate as many votes as the number of directors multiplied by the number of his shares of stock shall equal, or to distribute them on the same principle among as many candidates as he shall think fit; and such directors or managers shall not be elected in any other manner.

SECTION 4. No law shall be passed by the General Assembly granting the right to construct and operate a street railroad within any city, town or incorporated village, without requiring the consent of the local authorities having the control of the street or highway proposed to be occupied by such street railroad.

\* \* \* \* \*

#### RAILROADS.

SECTION 9. Every railroad corporation organized or doing business in this State, under the laws or authority thereof, shall have and maintain a public office or place in this State for the transaction of its business, where transfers of stock shall be made, and in which shall be kept for public inspection, books in which shall be recorded the amount of capital stock subscribed, and by whom; the names of the owners of its stock, and the amounts owned by them respectively; the amount of stock paid in, and by whom; the transfer of said stock; the amount of its assets and liabilities, and the names and place of residence of its officers. The directors of every railroad corporation shall, annually, make a report, under oath, to the Auditor of public accounts, or some officer to be designated by law, of all their acts and doings, which report shall include such matters relating to railroads as may be prescribed by law. And the General Assembly shall pass laws enforcing by suitable penalties the provisions of this section.

SECTION 10. The rolling stock, and all other movable property belonging to any railrad company or corporation in this State, shall be considered personal property, and shall be liable to execution and sale in the same manner as the personal property of individuals, and the General Assembly shall pass no law exempting any such property from execution and sale.

SECTION 11. No railroad corporation shall consolidate its stock, property or franchises with any other railroad corporation owning a parallel or competing line; and in no case shall any consolidation take place, execept upon public notice given, of at least sixty days, to all stockholders, in such manner as may be provided by law. A majority of the directors of any railroad corporation, now incorporated or hereafter to be incorporated by the laws of this State, shall be citizens and residents of this State.



SECTION 12. Railways heretofore constructed, or that may hereafter be constructed in this State, are hereby declared public highways, and shall be free to all persons for the transportation of their persons and property thereon, under such regulations as may be prescribed by law. And the General Assembly shall, from time to time, pass laws establishing reasonable maximum rates of charges for the transportation of passengers and freight on the different railroads in this State.

SECTION 13. No railroad corporation shall issue any stock or bonds, except for money, labor or property actually received, and applied to the purposes for which such corporation was created; and all stock dividends, and other fictitious increase of the capital stock or indebtedness of any such corporation, shall be void. The capital stock of no railroad corporation shall be increased for any purpose, except upon giving sixty days' public notice, in such manner as may be provided by law.

SECTION 14. The exercise of the power, and the right of eminent domain, shall never be so construed or abridged as to prevent the taking, by the General Assembly, of the property and franchises of incorporated companies already organized, and subjecting them to the public necessity, the same as of individuals. The right of trial by jury shall be held inviolate in all trials of claims for compensation, when, in the exercise of the said right of eminent domain, any incorporated company shall be interested either for or against the exercise of said right.

SECTION. 15. The General Assembly shall pass laws to correct abuses and prevent unjust discrimination and extortion in the rates of freight and passenger tariffs on the different railroads in this State, and enforce such laws by adequate penalties, to the extent, if necessary for that purpose, of forfeiture of their property and franchises.

In accordance with these constitutional provisions, the legislature has passed general laws for the organization of all corporations for all purposes, so that the charter rights of an incorporated company organized in Illinois under the present constitutional provisions, are contained in its articles of incorporation, and the law under which it is incorporated, with all subsequent additions and amendments.

The first railroad company incorporated in Illinois, was the Chicago and Vincennes Railroad Company, whose charter was granted January 17th, 1835. There are now ninety-four railroads in the State, operating over ten thousand miles of road. The Table on page xxii shows a full list of these roads.

The railroad mileage of Illinois has doubled in the last twenty years, and is now the largest of any State in the Union.

The population of Illinois at the date of its admission to the Union was 34,620; in 1880, it was 3,077,871, and in 1890, it was 3,826,351.

For the purpose of electing members of the General Assembly the state is divided into fifty-one Senatorial Districts and a Senator and three Representatives are elected from each district. The Senators are elected for four years and the Representatives for two years. The Legislature meets every other year, although the Governor may convene the Assembly for special purposes at any time.

#### UNITED STATES OF AMERICA.

Article IV. of the Ordinance of 1787, contains the following provision: "The navigable waters leading into the Mississippi and Saint Lawrence and the carrying places between the same shall be common highways and forever free as well to the inhabitants of the said territory as to the citizens of the United States, and those of any other States that may be admitted into the Confederacy, without any tax, impost or duty therefor." The Chicago river is a navigable stream and subject to this provision of the Ordinance of 1787, and when the State of Illinois was organized it acquired control over this river, subject to this provision, and subject also to the right of Congress to assert at any time its jurisdiction and control. September 19, 1890, Congress passed an Act relating to the construction of bridges and the placing of obstructions in the navigable waters of the United States. The provisions of the law relating to this matter are as follows:

#### CHAPTER 907 UNITED STATES STATUTES, 1890.

SECTION 4. That section nine of the river and harbor act of August eleventh, eighteen hundred and eighty-eight, be amended and re-enacted so as to read as follows:

That whenever the Secretary of War shall have good reason to believe that any railroad or other bridge now constructed, or



which may hereafter be constructed over any of the navigable water-ways of the United States is an unreasonable obstruction to the free navigation of such waters on account of insufficient height, width of span, or otherwise, or where there is difficulty in passing the draw-opening, or the draw-span of such bridge by rafts, steamboats, or other water-craft, it shall be the duty of the said Secretary, first giving the parties reasonable opportunity to be heard, to give notice to the persons or corporations owning or controlling such bridge so to alter the same as to render navigation through or under it reasonably free, easy, and unobstructed; and in giving such notice he shall specify the changes required to be made, and shall prescribe in each case a reasonable time in which to make them. If at the end of such time the alteration has not been made, the Secretary of War shall forthwith notify the United States district attorney for the district in which such bridge is situated, to the end that the criminal proceedings mentioned in the succeeding section may be taken.

SEC. 5. That section ten of the river and harbor act of August eleventh, eighteen hundred and eighty-eight, be amended and reenacted so as to read as follows:

That if the persons, corporation, or association owning or controlling any railroad or other bridge shall, after receiving notice to that effect, as hereinbefore required from the Secretary of War, and within the time prescribed by him, wilfully fail or refuse to remove the same, or to comply with the lawful order of the Secretary of War in the premises, such persons, corporation or association shall be deemed guilty of misdemeanor and, on conviction thereof, shall be punished by a fine not exceeding five thousand dollars, and every month such persons, corporation, or association shall remain in default in respect to the removal or alteration of such bridge shall be deemed a new offense, and subject the persons, corporation, or association so offending to the penalties above prescribed.

SEC. 6. That it shall not be lawful to cast, throw, empty, or unlade, or cause, suffer, or procure to be cast, thrown, emptied, or unladen, either from or out of any ship, vessel, lighter, barge, boat or other craft, or from the shore, pier, wharf, furnace, manufacturing establishments, or mills of any kind whatever, any ballast, stone, slate, gravel, earth, rubbish, wreck, filth, slabs, edgings, sawdust, slag, cinders, ashes, refuse, or other waste of any kind, into any port, road, roadstead, harbor, haven, navigable river, or navigable waters of the United States which shall tend to impede or obstruct navigation, or to deposit or place or cause, suffer, or procure to be deposited or placed, any ballast, stone, slate, gravel, earth, rubbish, wreck, filth, slabs, edgings, sawdust, or other waste in any place or situation on the bank of any navigable waters where

the same shall be liable to be washed into such navigable waters, either by ordinary or high tides, or by storms or floods, or otherwise, whereby navigation shall or may be impeded or obstructed: *Provided*, That nothing herein contained shall extend or be construed to extend to the casting out, unlading, or throwing out of any ship or vessel, lighter, barge, boat, or other craft, any stones, rocks, bricks, lime, or other materials used, or to be used, in or toward the building, repairing, or keeping in repair any quay, pier, wharf, weir, bridge, building, or other work lawfully erected or to be erected on the banks or sides of any port, harbor, haven, channel, or navigable river, or to the casting out, unlading, or depositing of any material excavated for the improvement of navigable waters, into such places and in such manner as may be deemed by the United States officer supervising said improvement most judicious and practicable and for the best interests of such improvements, or to prevent the depositing of any substance above mentioned under a permit from the Secretary of War, which is hereby authorized to grant, in any place designated by him where navigation will not be obstructed thereby.

SEC. 7. That it shall not be lawful to build any wharf, pier, dolphin, boom, dam, weir, breakwater, bulkhead, jetty, or structure of any kind outside established harbor-lines, or in any navigable waters of the United States where no harbor-lines are or may be established, without the permission of the Secretary of War, in any port, roadstead, haven, harbor, navigable river, or other waters of the United States, in such manner, as shall obstruct or impair navigation, commerce, or anchorage of said waters, and it shall not be lawful hereafter to commence the construction of any bridge, bridge-draw, bridge-piers and abutements, causeway or other works over or in any port, road, roadstead, haven, harbor, navigable river, or navigable waters of the United States, under any act of the legislative assembly of any State, until the location and plan of such bridge or other works have been submitted to and approved by the Secretary of War, or to excavate or fill, or in any manner to alter or modify the course, location, condition, or capacity of the channel of said navigable water of the United States, unless approved and authorized by the Secretary of War: *Provided*, That this section shall not apply to any bridge, bridge-draw, bridge-piers and abutments the construction of which has been heretofore duly authorized by law, or be so construed as to authorize the construction of any bridge, draw-bridge, bridge-piers and abutments, or other works, under an act of the legislature of any State, over or in any stream, port, roadstead, haven or harbor, or other navigable water not wholly within the limits of such State.

SEC. 8. That all wrecks of vessels and other obstructions to the navigation of any port, roadstead, harbor, or navigable river, or



other navigable waters of the United States, which may have been permitted by the owners thereof or the parties by whom they were caused to remain to the injury of commerce and navigation for a longer period than two months, shall be subject to be broken up and removed by the Secretary of War, without liability for any damage to the owners of the same.

SEC. 9. That it shall not be lawful for any person or persons to take possession of or make use for any exclusive purpose, or build upon, alter, deface, destroy, injure, obstruct, or in any other manner impair the usefulness of any sea-wall, bulkhead, jetty, dike, levee, wharf, pier, or other work built by the United States in whole or in part, for the preservation and improvement of any of its navigable waters, or to prevent floods, or as boundary marks, tide-gauges, surveying-stations, buoys, or other established marks, nor remove for ballast or other purposes any stone or other material composing such works.

SEC. 10. That the creation of any obstruction, not affirmatively authorized by law, to the navigable capacity of any waters, in respect of which the United States has jurisdiction, is hereby prohibited. The continuance of any such obstruction, except bridges, piers, docks and wharves, and similar structures erected for business purposes, whether heretofore or hereafter created, shall constitute an offense, and each week's continuance of any such obstruction shall be deemed a separate offense. Every person and every corporation which shall be guilty of creating or continuing any such unlawful obstruction in this act mentioned, or who shall violate the provisions of the last four preceding sections of this act, shall be deemed guilty of a misdemeanor, and on conviction thereof shall be punished by a fine not exceeding five thousand dollars, or by imprisonment (in the case of a natural person) not exceeding one year, or by both such punishments, in the discretion of the court, the creating or continuing of any unlawful obstruction in this act mentioned may be prevented, and such obstruction may be caused to be removed by the injunction of any circuit court exercising jurisdiction in any district in which such obstruction may be threatened or may exist; and proper proceedings in equity to this end may be instituted under the direction of the Attorney-General of the United States.

SEC. 11. That it shall be the duty of officers and agents having the supervision, on the part of the United States, of the works in progress for the preservation and improvement of said navigable waters, and, in their absence, of the United States collectors of customs and other revenue officers, to enforce the provisions of this act by giving information to the district attorney of the United States for the district in which any violation of any provision of this act shall have been committed: *Provided*, That the

provisions of this act shall not apply to Torch Lake, Houghton County, Michigan.

SEC. 12. That section twelve of the river and harbor act of August eleventh, eighteen hundred and eighty-eight, be amended and re-enacted so as to read as follows:

Where it is made manifest to the Secretary of War that the establishment of harbor-lines is essential to the preservation and protection of harbors, he may, and is hereby authorized, to cause such lines to be established, beyond which no piers, wharves, bulkheads or other works shall be extended or deposits made, except under such regulations as may be prescribed from time to time by him; and any person who shall wilfully violate the provisions of this section, or any rule or regulation made by the Secretary of War in pursuance of this section, shall be deemed guilty of a misdemeanor, and on conviction thereof, shall be punished by a fine not exceeding one thousand dollars, or imprisonment not exceeding one year, at the discretion of the court for each offense.

#### COUNTY OF COOK.

The government of the County of Cook, in which the City of Chicago is situated, is vested in a Board of fifteen Commissioners, who are elected annually, ten of them from the City of Chicago and five from outside of the city. The board has the powers over county buildings, roads, bridges, etc., usually vested in supervisors or other similar county officials. The question of the power of the County Board over railroads has been discussed in the case of *The County of Cook v. the Chicago and Great Western Railroad Company*, 119 Ill., 218.

#### TOWNS.

There are within the municipal limits of the City of Chicago nine unincorporated towns, or township organizations, as above enumerated. These towns exercise, through their officers, certain powers over matters of taxation, school property and other matters not directly controlled by the city or county.

#### PARK COMMISSIONERS.

There are three boards of Park Commissioners, exercising certain powers within the limits of the City of Chicago. The Lincoln



Park Board, the West Park Board and the South Park Board were all originally organized under special charters, but their powers have from time to time been enlarged or amended by general laws applicable to park boards. They have the power to lay out boulevards, and to accept from the city the control and jurisdiction over such streets as they may desire to improve and maintain as boulevards. These boulevards cannot be crossed by a railroad without an ordinance from the Park Board controlling the boulevard sought to be crossed. Some of these boulevards are 250 feet in width.

#### CANAL COMMISSIONERS.

In 1822 the United States government vested in the State of Illinois certain government lands for the purpose of constructing a canal to connect the waters of Lake Michigan with the Illinois river. The State accepted this grant and the Illinois and Michigan canal was built from a point on the south branch of the Chicago river, now within the heart of the city, south-westerly through the city and thence in a general south-westerly direction to the Illinois river. The control of the canal is now vested in a board of three commissioners, who are appointed by the Governor, and hold office for two years. The approval of the Canal Commissioners must be obtained for the construction of a bridge over the canal.

#### THE SANITARY DISTRICT.

The Sanitary District of Chicago was organized in accordance with the provisions of an act in force July 1, 1889. The board consists of nine trustees who are elected for five years. This board has the power of condemnation, and proposes to construct a drainage canal from some point on the south branch of the Chicago river south-westerly for the purpose of carrying the sewage from the city of Chicago and the territory embraced in the Sanitary District, into the Illinois river. After the location and construction of this canal it can not be crossed by a railroad without an ordinance from the Trustees of the Sanitary District.

## CITY OF CHICAGO.

Chicago was originally incorporated as a town by a special act of the legislature, passed February 11, 1835. Its city charter was granted March 4, 1837. April 23, 1875, the city was reorganized under the General City and Village Incorporation Act of 1872. All cities organized under the provisions of this act have similar governments and equal powers. A railroad company cannot construct its tracks along or across a street or alley within the limits of an organized city or village without an ordinance, and a city or village organized under the general incorporation law cannot authorize a railroad company to construct its road *along* any street or alley without the consent of the owners of a majority of the property fronting upon that portion of the street or alley to be occupied by railroad tracks. A municipality organized under a special charter may, however, unless there is a provision to the contrary in its charter, authorize by ordinance the construction of a railroad along a street or alley without such consent of the property owners. The town of Cicero may, under its special charter, pass an ordinance giving a railroad company the right to construct its line along any of its streets or alleys without the consent of the property owners.

By the terms of the General City and Village Incorporation Act the State ceded to cities and villages organized thereunder the control of all streams and water-courses within the municipal limits, and the City of Chicago has absolute control of the bridging of the river, subject, however, to the provisions of the Act of Congress of September 19th, 1890.

The population of Chicago in 1830 was 70. The Table on the Map, page xxv, shows the growth of the city in area and population since that date.

In 1872 there were eleven trunk line railroads entering Chicago. There are now twenty-two trunk line railroads entering Chicago, using six passenger stations.

No statistics are kept showing the number of cars handled in and out of Chicago annually, but the Car Service Association han-



dled one million track-cars each way, in the year 1891. The cars handled by this Association represent about twenty-five per cent. of all the cars handled in the city, so that four million cars each way or eight million cars in all would be a safe estimate of the cars handled in Chicago in the year 1891.

The government of the City of Chicago is vested in a Common Council, consisting of the Mayor and sixty-eight Aldermen. The city is divided into thirty-four wards and two aldermen are elected from each ward. One-half of the members of the Council are elected each year.

Portions of the railroad of the Chicago and Northern Pacific Railroad Company, the Chicago and Calumet Terminal Railway Company, and their constituent corporations lie within the limits of the following municipalities: The Villages of Riverside, Blue Island, River Forest, Harlem, Morgan Park and Harvey, and the Town of Cicero, in the State of Illinois, and the City of Hammond and the Town of East Chicago, in the State of Indiana.

The villages named were all incorporated under the General Act of 1872 : Riverside, June 25th, 1875, Blue Island, March 4th, 1874, River Forest, October 24th, 1880, Harlem, February 20th, 1884, Morgan Park, June 8th, 1882, Harvey, May 11th, 1891.

An extension of the municipal limits of Morgan Park was made July 29th, 1891.

In villages organized under the general law of 1872 the government is vested in a Board of six Trustees and a President, who are elected annually.

An act to incorporate the Town of Cicero was passed by the General Assembly of the State of Illinois February 28th, 1867, but no steps were taken to organize under this act. March 25th, 1869, the present charter of the Town of Cicero was granted. The government is vested in a Board consisting of the Supervisor, Assessor, Collector and four Trustees. The Supervisor, Assessor, Collector and one Trustee are elected each year. The Board elects its own President.

The City of Hammond, Indiana, was incorporated under the General City Incorporation Law of the State of Indiana, December 4th, 1883. The government is vested in a Board of six Aldermen, three of whom are elected each year.

The Town of East Chicago was incorporated under the General Incorporation Act of the State of Indiana, April 9th, 1889. The government is vested in a Board of five Trustees, three of whom are elected one year and two the following year.



TABLE SHOWING MILEAGE OF RAILROADS OPERATED IN THE STATE  
OF ILLINOIS.

Compiled from the verified returns to the State Board of Equilization for the year 1891.

No. of Co'y.	NAME OF COMPANY.	LENGTH OF MAIN TRACK.		LENGTH OF SECOND MAIN TRACK.		LENGTH OF SIDE OR TURN- OUT TRACK.	
		Miles.	Feet.	Miles.	Feet.	Miles.	Feet.
1	Baltimore & Ohio & Chicago.....	5	4,821	5	4,548	19	4,976
2	Bellville & Eldorado.....	49	1,990	.....	.....	1	3,080
3	Belt Railway Company of Chicago.....	20	3,125	10	2,808	38	1,687
4	Calumet & Blue Island.....	.....	.....	.....	.....	.....	.....
5	Calumet River.....	4	2,312	.....	.....	.....	.....
6	Centralia & Chester.....	8	.....	.....	.....	.....	60
7	Chicago & Alton.....	576	572	76	1,106	163	375
8	Chicago, Burlington & Northern.....	94	3,985	.....	.....	17	3,152
9	Chicago, Burlington & Quincy.....	846	3,263	202	3,941	315	1,524
10	Chicago & Calumet Terminal.....	24	5,233	.....	.....	7	1,106
11	Chicago & Eastern Illinois.....	184	4,793	32	5,178	75	124
12	Chicago & Erie.....	.....	.....	.....	.....	.....	.....
13	Chicago & Grand Trunk.....	21	5,209	11	263	10	4,038
14	Chicago, Havana & Western.....	132	1,379	.....	.....	12	1,174
15	Chicago & Illinois Southern.....	.....	2,200	.....	.....	.....	500
16	Chicago & Indiana State Line.....	6	524	.....	.....	1	2,200
17	Chicago & Iowa.....	101	2,304	.....	.....	19	3,677
18	Chicago & Kenosha.....	.....	.....	.....	.....	.....	.....
19	Chicago, Madison & Northern.....	135	4,291	.....	.....	29	1,728
20	Chicago, Milwaukee & St. Paul.....	317	2,321	58	2,915	158	280
21	Chicago & Northern Pacific.....	18	361	14	3,848	35	1,670
22	Chicago & Northwestern.....	466	3,876	180	1,846	252	3,440
23	Chicago & Ohio River.....	85	2,233	.....	.....	4	2,489
24	Chicago, Peoria & St. Louis.....	164	504	.....	.....	13	2,192
25	Chicago, Rock Island & Pacific.....	234	3,720	181	1,776	156	1,918
26	Chicago, Santa Fe & California.....	279	2,364	.....	.....	125	2,434
27	Chicago, St. Louis & Paducah.....	53	3,409	.....	.....	4	4,172
28	Chicago, St. Paul & Kansas City.....	146	3,848	.....	.....	20	175
29	Chicago & Southeastern.....	.....	.....	.....	.....	.....	.....
30	Chicago & South Side Rapid Transit.....	2	159	.....	.....	.....	.....
31	Chicago & Springfield.....	111	2,502	.....	.....	17	2,167
32	Chicago Union Transfer.....	12	5,164	19	698	.....	110
33	Chicago & Western Indiana.....	27	1,602	20	3,053	53	4,466
34	Cleveland, Cincinnati, Chicago & St. Louis..	624	3,050	.....	.....	139	1,477
35	De Pue, Ladd & Eastern.....	3	1,780	.....	.....	.....	2,000
36	East St. Louis & Carondelet.....	9	1,320	.....	.....	7	.....
37	East St. Louis Connecting.....	3	2,475	.....	.....	16	4,292
38	Electric City & Illinois.....	7	2,720	.....	.....	4	3,720
39	Elgin, Joliet & Eastern.....	145	3,241	.....	.....	46	1,727
40	Englewood Connecting.....	2	1,858	.....	.....	.....	4,121
41	Fulton County Narrow Gauge.....	59	1,584	.....	.....	2	1,706
42	Galesburg & Rio.....	12	1,010	.....	.....	.....	3,446
43	Grand Tower & Cape Girardeau.....	28	.....	.....	.....	1	5,170
44	Grand Tower & Carbondale.....	26	2,374	.....	.....	8	2,459
45	Grand Trunk Junction.....	3	4,745	3	4,745	15	4,06
46	Illinois Valley & Northern.....	58	1,524	.....	.....	7	4,514
47	Indianapolis, Decatur & Western.....	75	4,014	.....	.....	8	38
48	Indiana, Illinois & Iowa.....	68	5,057	.....	.....	10	4,895
49	Indiana & Illinois Southern.....	56	.....	.....	.....	1	3,300
50	Iowa Central.....	88	3,487	.....	.....	14	1,572
51	Jacksonville, Louisville & St. Louis.....	112	1,621	.....	.....	6	1,554
52	Joliet & Blue Island.....	.....	.....	.....	.....	.....	.....
53	Junction.....	6	3,757	6	3,757	.....	1,051
54	Kankakee & Southwestern.....	131	83	.....	.....	12	3,369
55	Lake Erie & Western.....	118	3,168	.....	.....	17	3,510
56	Lake Shore & Michigan Southern.....	7	2,963	7	2,963	60	3,093
57	Litchfield, Carrollton & Western.....	51	3,484	.....	.....	1	2,994
58	Liverpool Coal.....	1	4,378	.....	.....	.....	4,798
59	Louisville, Evansville & St. Louis Consolidated	143	1,652	.....	.....	24	3,349
60	Louisville, & Nashville.....	179	3,508	.....	.....	31	4,875
61	Louisville, New Albany & Chicago.....	.....	.....	.....	.....	.....	.....
62	Louisville & St. Louis.....	16	2,467	.....	.....	.....	4,030
63	Michigan Central.....	34	4,655	.....	.....	15	5,136
64	Mobile & Ohio.....	160	3,001	.....	.....	43	1, 70
65	Mound City.....	2	4,520	.....	.....	.....	220
66	New York, Chicago & St. Louis.....	9	5,101	.....	.....	18	459
67	Northern Illinois.....	74	809	.....	.....	18	2,765
68	Ohio & Mississippi.....	375	2,786	.....	.....	64	1,196
69	Pawnee.....	4	580	.....	.....	.....	1,000
70	Peoria, Decatur & Evansville.....	195	2,983	.....	.....	25	2,889
71	Peoria & Pekin Union.....	18	1,258	2	374	34	1,436
72	Pittsburgh, Cincinnati, Chicago & St. Louis..	27	5,230	11	3,885	34	583
73	Pittsburgh, Ft. Wayne & Chicago.....	13	5,125	13	3,283	48	2,747
74	Quincy, Omaha & Kansas City.....	.....	.....	.....	.....	.....	5,204
75	Rantoul.....	66	1,095	.....	.....	5	2,993
76	Rock Island & Peoria.....	112	2,521	.....	.....	13	1,705
77	St. Louis, Alton & Springfield.....	84	647	.....	.....	5	2,721
78	St. Louis, Alton & Terre Haute.....	86	4,140	.....	.....	16	5,078
79	St. Louis & Chicago.....	50	3,289	.....	.....	3	10
80	St. Louis & Eastern.....	1	.....	.....	.....	.....	700
81	St. Louis, Rock Island & Chicago.....	280	245	.....	.....	55	2,611
82	St. Louis Southern.....	46	5,236	.....	.....	7	4,950
83	South Chicago.....	4	4,016	4	2,740	3	1,589
84	South Chicago & Southern.....	10	863	.....	.....	1	5,038
85	Sycamore & Cortland.....	4	3,366	.....	.....	.....	4,004
86	Terminal R. R. of East St. Louis.....	1	500	.....	.....	10	4,480
87	Terre Haute & Indianapolis.....	1 9	682	.....	.....	45	3,116
88	Terre Haute & Peoria.....	143	1,121	.....	.....	11	454
89	Toledo, Peoria & Western.....	230	18	.....	.....	33	14
90	Toledo, St. Louis & Kansas City.....	179	2,586	.....	.....	24	2,706
91	Union Stock Yard & Transit Co.....	16	4,129	.....	.....	79	2,982
92	Wabash, Chester & Western.....	40	4,382	.....	.....	4	2,105
93	Wisconsin Central.....	45	3,974	.....	.....	10	4,143
94	Wabash.....	674	4,145	.....	.....	167	374
Totals.....		9,351	1,347	864	927	2,802	2,335

TABLE SHOWING MILEAGE AND ACREAGE OF RAILROADS OPERATED  
IN COOK COUNTY, ILLINOIS.

Compiled from the verified returns to the State Board of Equilization, for the year 1891.

No.	NAME OF ROAD.	MAIN TRACK.		SECOND MAIN TRACK.		SIDE TRACK.		RIGHT OF WAY.
		Miles	Feet	Miles	Feet	Miles	Feet	Acres.
1	Baltimore & Ohio & Chicago.....	5	4,821	5	4,548	19	4,976	92.61
2	Belt Railway Co. of Chicago.....	20	3,125	10	2,808	38	1,687	297.39
3	Calumet River.....	4	2,312	.....	.....	.....	.....	41.44
4	Chicago & Alton.....	24	3,850	24	1,393	24	4,522	241.05
5	Chicago, Burlington & Quincy.....	15	468	15	468	106	3,379	415.24
6	Chicago & Calumet Terminal.....	24	5,233	.....	.....	7	1,106	228.23
7	Chicago & Eastern Illinois.....	11	4,539	11	4,615	21	3,942	186.81
8	Chicago & Grand Trunk.....	21	5,209	11	263	10	4,038	275.83
9	Chicago & Illinois Southern.....	.....	2,200	.....	.....	.....	500	1.00
10	Chicago & Indiana State Line.....	6	524	.....	.....	1	2,200	15.64
11	Chicago, Madison & Northern.....	12	194	.....	.....	.....	3,688	168.00
12	Chicago, Milwaukee & St. Paul.....	57	1,971	27	4,597	81	1,420	485.58
13	Chicago & Northern Pacific.....	18	361	14	3,848	35	1,670	367.52
14	Chicago & Northwestern.....	68	5,066	54	1,564	143	4,997	1,085.72
15	Chicago, Rock Island & Pacific.....	31	4,859	25	4,877	78	4,161	620.00
16	Chicago, Santa Fe & California.....	17	4,956	.....	.....	44	3,922	504.07
17	Chicago, St. Paul & Kansas City.....	5	3,021	.....	.....	.....	4,819	56.17
18	Chicago & South Side Rapid Transit.....	2	159	.....	.....	.....	.....	30.00
19	Chicago Union Transfer.....	12	5,164	19	698	.....	110	1,210.58
20	Chicago & Western Indiana.....	27	1,602	20	3,053	53	4,466	466.59
21	Elgin, Joliet & Eastern.....	26	3,036	.....	.....	5	652	346.00
22	Englewood Connecting.....	2	1,858	.....	.....	.....	4,121	19.26
23	Grand Trunk Junction.....	3	4,745	3	4,745	15	4,063	131.37
24	Junction.....	6	3,757	6	3,757	.....	1,051	74.45
25	Lake Shore & Michigan Southern.....	7	2,963	7	2,963	60	3,093	.....
26	Michigan Central.....	6	1,555	.....	.....	10	2,223	157.00
27	Same, (Jol. & N. Ind.).....	13	3,172	.....	.....	1	4,554	172.25
28	New York, Chicago & St. Louis.....	9	5,101	.....	.....	18	459	125.64
29	Pittsburgh, Cincinnati, Chicago & St. Louis....	27	5,230	11	3,885	34	583	273.89
30	Pittsburgh, Ft. Wayne & Chicago.....	13	5,125	13	3,283	48	2,747	168.91
31	South Chicago.....	4	4,016	4	2,740	3	1,589	10.55
32	South Chicago & Southern.....	10	863	.....	.....	1	5,038	111.53
33	Union Stock Yard & Transit Company.....	16	4,129	.....	.....	79	2,982	183.64
34	Wisconsin Central.....	20	1,495	.....	.....	3	114	215.69
35	Wabash.....	21	1,014	.....	.....	8	2,111	194.05
		582	2,093	289	1,305	962	1,223	8,973.75







Showing Changes in the Municipal Limits  
OF THE  
CITY OF CHICAGO

From its Incorporation in the Year 1835  
to the Year 1892.

TABLE

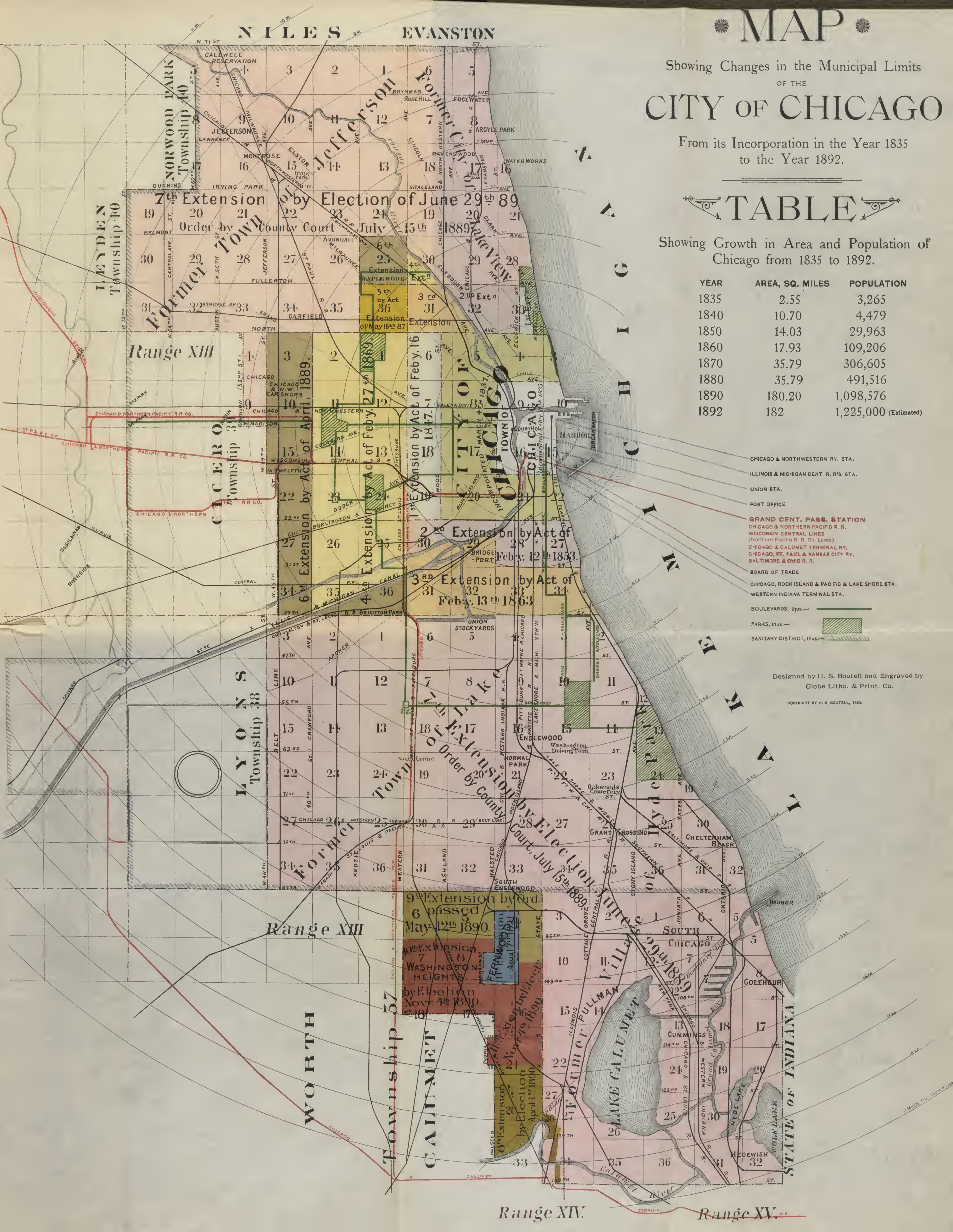
Showing Growth in Area and Population of  
Chicago from 1835 to 1892.

YEAR	AREA, SQ. MILES	POPULATION
1835	2.55	3,265
1840	10.70	4,479
1850	14.03	29,963
1860	17.93	109,206
1870	35.79	306,605
1880	35.79	491,516
1890	180.20	1,098,576
1892	182	1,225,000 (Estimated)

- CHICAGO & NORTHWESTERN RY. STA.
- ILLINOIS & MICHIGAN CENT. R.R.'S. STA.
- UNION STA.
- POST OFFICE
- GRAND CENT. PASS. STATION
- CHICAGO & NORTHWESTERN PACIFIC R.R.
- WISCONSIN CENTRAL LINES  
(Northern Pacific R.R. Co. Lessee)
- CHICAGO & CALUMET TERMINAL RY.
- CHICAGO, ST. PAUL & KANSAS CITY RY.
- BALTIMORE & OHIO R.R.
- BOARD OF TRADE
- CHICAGO, ROCK ISLAND & PACIFIC & LAKE SHORE STA.
- WESTERN INDIANA TERMINAL STA.
- BOULEVARDS, thus: —
- PARKS, thus: —
- SANITARY DISTRICT, thus: —

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Part I.

# CHARTERS.





# CHARTERS.

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## CHARTER OF THE LA SALLE AND CHICAGO RAILROAD COMPANY.\*

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AN ACT to incorporate the LaSalle and Chicago Railroad Company.

SECTION 1. *Be it enacted by the people of the State of Illinois, represented in the General Assembly*, that Kneeland T. Adams, E. Follett Bull, David L. Hough, John J. Page, Richard Cody, Levi Wertherim, Gabriel Ruger, Sedgewick Happ, John Hoxie, John A. Coy, W. M. Sweetland, G. N. Chittenden, J. Hager, J. R. Ashley, Horace M. Singer, E. D. Taylor, Wm. A. Bross, Volney G. Hatch, S. B. Carter, John Rockwell and Willis M. Hitt, and their associates, heirs and assigns, be and they are hereby created a body politic and corporate, by the name of “The LaSalle and Chicago Railroad Company”; and, by that name, shall have perpetual succession, with full power to have and use a common seal, which they may alter, amend or renew at pleasure; and by that name, may sue and be sued, plead and be impleaded, in all courts and places; and, by that name, may purchase, hold, possess, enjoy, control, mortgage and convey, real or personal property.

SEC. 2. The said company are hereby fully empowered to survey, grade, build, open and construct a single or double track railroad, with the appurtenances, and run such trains of cars and locomotives thereon as they may see proper, from the city of La Salle in LaSalle county, through, over and across the most eligible route to the city of Chicago, in the county of Cook, and shall have

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\* By deed dated March 11, 1890, all the railway property, corporate rights and franchises of this company were conveyed to the Chicago and Northern Pacific Railroad Company, except the right to be a corporation, which was expressly reserved. See deed Chicago and Great Western Railroad Company to Chicago and Northern Pacific Railroad Company, *infra*.



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LaSalle & Chicago R. R. Co.

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full power to do all that shall in their judgment be necessary to build, construct and operate a railroad, with the necessary cars, engines and running stock, between the points aforesaid.

SEC. 3. The said company are hereby fully invested with all the rights, power and privileges that are conferred upon any railroad company or companies that have been heretofore organized in this state under any general or special law,\* and shall have full power

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\*This provision confers upon this Company, among other powers, the very important power of acquiring, holding, leasing and conveying land in fee, whether acquired by condemnation or voluntary grant. This power was usually granted in express terms to railroad companies organized by special act of the Legislature of Illinois prior to the adoption of the present constitution. The Charter of the OTTAWA, OSWEGO, AND FOX RIVER VALLEY RAILROAD COMPANY contains the following provision: "The right of way and the real estate purchased for the right of way by said Company, whether by mutual agreement or otherwise, or which shall become the property of the Company by the operation of law, as in this Act provided, shall, upon payment of the amount of money belonging to the owner or owners of said lands as compensation for the same, become the property of said Company in fee simple."

**AN ACT** to incorporate the Ottawa, Oswego and Fox River Valley Railroad Company, approved August 22, 1852. Private Laws of Illinois, 1852, page 56.

The Charter of the SPRINGFIELD AND PANA RAILWAY COMPANY contains the following provision: "The right of way and real estate purchased for the right of way by the said Company, whether by mutual agreement or otherwise, or which shall become the property of said Company by operation of law, as in this Act provided, shall, upon the payment of the amount of money belonging to the owner or owners of said lands as compensation for the same, become the property of said Company in fee simple."

**AN ACT** to incorporate the Springfield and Pana Railway Company, approved February 17, 1857. Private Laws of Illinois, 1857, page 1,024.

The amended Charter of this Company, approved February 22, 1861, contains the following provision: "The said Railroad Company is hereby authorized to purchase, receive and hold such real estate as may be deemed necessary for the interests of said Company, and shall also be authorized to sell and convey by deed in fee simple any or all real estate belonging to or acquired by said Company which in the judgment of its Board of Directors is not needed for property of said Company."

The Charter of the PEKIN, LINCOLN AND DECATUR RAILROAD COMPANY contains the following provision: "The Company shall be capable in law of taking, purchasing, leasing, selling and conveying estate and property, whether real or personal or mixed as may be necessary for constructing and operating said road, and the right of way and the real estate purchased by said Company, whether by mutual agreement or otherwise, or which shall become the property of the Company by operation of the law or otherwise, shall, upon the payment of the amount due to the owner or owners of said lands, become the property of the said Company in fee simple."

**AN ACT** to incorporate the Pekin, Lincoln and Decatur Railroad Company, approved February 21, 1861. Private Laws of Illinois 1861, page 518.

See also the following Railroad Charters for grants of similar powers:

Naples and Jacksonville Railroad Company, February 18, 1837.

Carrollton, etc., Company, February 27, 1837.

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LaSalle & Chicago R., R. Co.

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to enter upon any lands over, through or upon which they may desire to build their proposed railroad, and to make all the necessary surveys; and in case they are unable to agree with the owner or owners of any tract or tracts of land over, through or upon which they may desire to build their said road, they shall have the power and are hereby fully authorized to condemn the right of way for their said railroad in the same manner provided for in the act to provide for a general system of railroad incorporations, approved November 5, 1849, and the several acts amendatory thereof or supplementary thereto; but nothing herein contained shall be so construed as to interfere with or infringe upon the vested rights of any railroad heretofore chartered or organized in this state.

SEC. 4. The said company shall be subject to any general law of this state that has been heretofore or shall be hereafter passed in relation to tariff for freights or rates of fare for passengers, and to all rules and regulations that have been or shall be hereafter imposed by the legislature of this state upon railroad companies.

SEC. 5. The said company are hereby authorized to make connections with any of the railroads that now or shall hereafter run

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Liverpool, Canton and Knoxville Railroad Company, March 1, 1837.  
 Liberty and Pinckneyville Railroad Company, March 1, 1837.  
 Jonesboro and Mississippi Railroad Company, March 3, 1837.  
 Galena and Chicago Union Railroad Company, March 4, 1837.  
 Des Moines Rapids Railroad Company, February 19, 1837.  
 Warsaw Railroad Company, February 26, 1839.  
 LaSalle and Dixon Railroad Company, February 27, 1841.  
 Ohio and Mississippi Railroad Company, February 12, 1851.  
 St. Charles and Geneva Railroad Company, April 16, 1863.  
 Hannibal and Naples Railroad Company, February 12, 1863.  
 Atlantic and Pacific Railroad Company, February 16, 1865.  
 Chicago, Danville and Vincennes Railroad Company, February 16, 1865.  
 Clayton and Rushville Railroad Company, February 16, 1865.  
 Danville & Mattoon Railroad Company, February 16, 1865.  
 Peoria and Wenona Railroad Company, February 25, 1867.  
 St. Louis, Vandalia and Terre Haute Railroad Company, February 8, 1867.  
 Pekin, Lincoln and Decatur Railroad Company, February 22, 1867.  
 Jacksonville, North Western and South Eastern Railroad Company, February 23, 1867.  
 South Western Branch Railroad Company, February 23, 1867.  
 Joliet and Aurora Railroad Company, February 23, 1867.  
 Illinois Farmers Railroad Company, February 23, 1867.  
 Mississippi River and Wisconsin State Line Railroad Company, February 23, 1867.  
 Chicago and Illinois River Railroad Company, February 23, 1867.  
 Danville, Urbana, Bloomington and Pekin Railroad Company, February 23, 1867.



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LaSalle & Chicago R. R. Co.

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into said city of Chicago, and are also authorized to extend their road in a south-westerly direction and connect the same with any railroad or railroads running to St. Louis.

SEC. 6. The capital stock of said company shall be three millions of dollars, which may be increased,\* from time to time, at the pleasure of said company and such sum as shall in their judgment be necessary to carry into effect the rights, privileges and franchises hereby conferred, and the same shall be divided into shares of one hundred dollars each, the holder of each share being entitled to one vote at all elections and meetings of the stockholders for each share of stock held by him or her, which may be cast either in person or by proxy, under such regulations as may be prescribed by the directors.

SEC. 7. The affairs of said company shall be managed by a board of directors, consisting of not less than seven nor more than fifteen, to be chosen annually by the stockholders from persons holding stock in said company. The number of said directors may be fixed within the limits above prescribed, by the stockholders, from time to time. Said directors shall choose one of their number as president; may prescribe his duties; and shall appoint such other officers and agents, from time to time, fixing their duties, as in their judgment shall be necessary, and shall make all necessary rules and regulations and by-laws for the transaction of the business of said company and subject to any general law of this state; shall fix the tariff and rate of fare for carrying or transporting freight or passengers over their said road.

SEC. 8. Said company are hereby fully authorized to borrow such sum or sums of money as they may need, from time to time, not exceeding the amount of their capital stock,† and may issue their bonds, with or without coupons, bearing a rate of interest not ex-

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\*The capital stock was increased to eight million dollars, but no certificate of such increase was filed in the office of the Secretary of State, or with the Recorder of Cook County, as the law relating to such certificates applies only to railroads organized under the General Law.

†Two mortgages for eight million dollars each were made by this Company. See Mortgages, *infra*.

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LaSalle & Chicago R. R. Co.

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ceeding ten per cent., payable annually or semi-annually, pledging the revenues, real and personal property, rights, privileges and franchises of the company, for the payment thereof; which bonds may be sold upon the market for such sum as they will bring, or said company, in order to secure the re-payment of any sum or sums of money borrowed by them, may mortgage their real and personal property, rights, privileges and franchises.

SEC. 9. Any county, city, town or village along or adjacent to the line upon which said road may be built may subscribe to the capital stock of said company such sums as they may see fit, not exceeding for either of such counties, cities, towns or villages, the sum of one hundred thousand dollars—such subscription to be made in the same manner now provided by the general law of this state in relation to railroad incorporations and the acts amendatory thereof or supplementary thereto; and, in case any such subscription shall be taken by towns, in counties that have adopted the township organization, the bonds of such town shall be executed and issued on behalf of the towns by the supervisor thereof—in counties not adopting the township organization, by the county commissioners; and for counties and cities the bonds shall be executed and issued by the same persons provided for in the general law in relation to railroad incorporations and the acts supplementary and amendatory thereof; and for villages such bonds shall be executed by the president of the board of trustees.

SEC. 10. Kneeland T. Adams, E. Follett Bull, David L. Hough, John Rockwell, Willis M. Hitt, John J. Page, Gabriel Ruger, J. R. Ashley, G. N. Chittenden, H. M. Ginger, W. A. Bross, E. D. Taylor and Levi Wertherin shall constitute the board of directors for said company for the first year; and they shall continue in office until their successors shall be elected by the corporators herein named, their heirs, successors, associates or assigns; and any five of the above named directors may proceed to organize said company and open books for subscription to the stock thereof at such times and places as they may elect.

SEC. 11. This act shall be taken and deemed a public act, shall



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Chicago & Great Western R. R. Co.

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be liberally construed in all courts and places, and shall be in force and effect from and after its passage.

APPROVED February 28, 1867.

CERTIFICATE OF CHANGE OF NAME  
OF  
THE LASALLE AND CHICAGO RAILROAD COMPANY TO THE CHICAGO  
AND GREAT WESTERN RAILROAD COMPANY.

*To all whom it may concern:*

I, E. FOLLETT BULL, President of “The LaSalle and Chicago Railroad Company,” the name whereof is voted to be changed to “The Chicago and Great Western Railroad Company,” do hereby certify that at a meeting of the stockholders of said company, held on the twelfth day of December, A. D. 1872, at the office of the company, in the city of Chicago, Illinois, the following resolution was unanimously adopted:

“*Resolved*, That the corporate name of this company be changed from the present name of ‘The LaSalle and Chicago Railroad Company’ to that of ‘The Chicago and Great Western Railroad Company,’ by which last mentioned name this corporation shall be hereafter known and called.”

That at the time of the passage of said resolution the capital stock subscribed for in this corporation was eight (8) shares, all of which were represented in said meeting, and were voted in favor of said proposition, and that more than two thirds of all the votes represented by the whole stock of said corporation voted in favor of said proposition.

IN WITNESS WHEREOF, I hereunto affix my name and the seal of said corporation at Ottawa, this eighteenth day of January, A. D. 1873.

[CORPORATE SEAL.]

E. FOLLETT BULL,  
*President.*

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Chicago & Great Western R. R. Co.

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STATE OF ILLINOIS, }  
COUNTY OF LASALLE. } ss.

Before me, Alfred W. Cavarly, a notary public for the City of Ottawa, in said County, this day personally appeared E. Follett Bull, whose name is subscribed to the foregoing certificate, and being by me duly sworn, made oath in due form of law that the matters and things stated and contained in said certificate are true in substance and in fact, as appears by the records of said company.

IN WITNESS WHEREOF, I hereunto set my hand and notarial seal this eighteenth day of January, A. D. 1873.

ALFRED W. CAVARLY,

[NOTARIAL SEAL.]

*Notary Public.*

Recorded in the office of the Secretary of State of Illinois, January 21, 1873.

Recorded in the office of the Recorder of Cook County, Illinois, January 21, 1873.

AFFIDAVIT

OF

PUBLICATION OF NOTICE OF CHANGE OF NAME OF LASALLE AND CHICAGO RAILROAD COMPANY.\*

HENRY S. BOUTELL, being duly sworn, deposes and says that he has this day examined a file of the Chicago Evening Post for the year 1873, now owned and in the possession of the Daily News Company of Chicago, and that it appears from said file that the following notice was published in said Chicago Evening Post daily from the 27th day of January, 1873, to the 25th day of February, 1873, both inclusive.

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\* No certificate of publication of this notice was recorded, but its publication could be proven by the file referred to. I know of no other file of the old Chicago Evening Post accessible.  
H. S. B.



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Chicago & Great Western R. R. Co.

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## “STOCKHOLDERS’ MEETING—CHANGE OF NAME.

Public notice is hereby given that at a special meeting of the stockholders of the “La Salle and Chicago Railroad Company” duly called and held at the office of said Company in the City of Chicago, Illinois, on the 12th day of December, A. D. 1872, the following resolution was adopted, more than two-thirds of all the votes represented by the whole stock of said corporation being present and voting in favor thereof:

“*Resolved*, That the corporate name of this company be changed from the present name of the ‘La Salle and Chicago Railroad Company’ to that of ‘The Chicago and Great Western Railroad Company,’ by which last mentioned name this corporation shall hereafter be known and called; that the President cause to be filed in the offices of the Secretary of State and of the Recorder of Deeds of Cook County the certificates required by law for carrying into effect said change of name and also cause notice of such change to be published in the Chicago Evening Post, a newspaper printed and published in the City of Chicago, as required by law.”

In Witness Whereof, the President and Secretary of said Company have hereunto signed their names and affixed the seal of said corporation at Chicago this twelfth day of December, A. D. 1872.

E. FOLLETT BULL,  
*President.*

WM. H. PARK,  
*Secretary.*

[SEAL.]

Office of said Company removed to Room 1, Honore Block.”

Dated at Chicago this 14th day of January, A. D. 1892.

HENRY S. BOUTELL.

Subscribed and sworn to before me this 14th day of January, A. D. 1892.

KEMPER K. KNAPP,  
*Notary Public.*

[NOTARIAL SEAL.]

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Chicago & Great Western R. R. Co.

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RESOLUTION  
OF  
THE STOCKHOLDERS OF THE CHICAGO AND GREAT WESTERN  
RAILROAD COMPANY APPROVING AND RATIFYING  
PROCEEDINGS FOR CHANGE OF NAME.

Certificate of change of the corporate name of The LaSalle and Chicago Railroad Company to The Chicago and Great Western Railroad Company.

I, Otis R. Glover, Secretary of The Chicago and Great Western Railroad Company, do hereby certify that at a meeting of the stockholders of said company, held on the 30th day of April, A. D. 1885, at which all the stockholders were present, the following among other proceedings were had:

The following resolution was offered by Mr. W. W. Augur:

WHEREAS, at a meeting of the stockholders of this Company held December 12th, 1872, at which all of the then stockholders were present, it was unanimously resolved that the corporate name of the Company be changed from The LaSalle and Chicago Railroad Company to The Chicago and Great Western Railroad Company, Therefore,

*Resolved*, That the action of such stockholders in so changing the corporate name of the Company, as aforesaid, be, and the same is hereby in all things, ratified, affirmed, and approved, and that the corporate name of this Company be, and the same is, changed from The LaSalle and Chicago Railroad Company, to The Chicago and Great Western Railroad Company.

The resolution was seconded by Mr. A. W. Cobb and upon being put to vote it was unanimously adopted by the vote of the stockholders of the Company.

Witness my hand and the corporate seal of said Company this 30th day of April, A. D. 1885.

[SEAL.]

OTIS R. GLOVER,

*Secretary of The Chicago and Great Western Railroad Company.*



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Chicago & Great Western R. R. Co.

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STATE OF ILLINOIS, }  
COOK COUNTY. } ss.

John R. Bensley, being duly sworn, says that he is the President of The Chicago and Great Western Railroad Company, and that the above and foregoing is a true and correct copy of a certain resolution adopted by the unanimous vote of all the stockholders of said Company at a meeting held on the 30th day of April, A. D. 1885.

JOHN R. BENSLEY.

Subscribed and sworn to before me this 30th day of April, A. D. 1885.

[SEAL.]

W. W. AUGUR,  
*Notary Public.*

Filed in the office of the Secretary of State of Illinois, May 2d, 1885.

Filed in the office of the Recorder of La Salle County, Illinois, May 2d, 1885.

CHARTER  
OF THE  
CHICAGO AND WESTERN DUMMY RAILWAY COMPANY.\*

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STATE OF ILLINOIS, }  
DEPARTMENT OF STATE. }

*George H. Harlow, Secretary of State.*

*To all to whom these presents shall come Greeting :*

WHEREAS, a statement duly signed and acknowledged having been filed in the Office of the Secretary of State on the 24th day of May, A. D. 1879, for the organization of the Chicago and Western Dummy Railway Company, under and in accordance with the provisions of "An Act concerning corporations" approved April 18, 1872, and in force July 1, 1872, a copy of which statement is hereto attached.

AND WHEREAS, a license having been issued to C. R. Vandercook, Edward J. Whitehead, George L. Meyers, as Commissioners, to open books for subscription to the capital stock of the said Company.

AND WHEREAS, the said Commissioners having on the 3d day of July, A. D. 1879, filed in the Office of the Secretary of State a report of their proceedings under the said license, a copy of which report is hereto attached.

Now, Therefore, I, George H. Harlow, Secretary of State of the State of Illinois, by virtue of the powers and duties vested in me by law, do hereby certify that the said Chicago and Western Dummy Railway Company is a legally organized corporation under the laws of this State.

In Testimony whereof, I hereto set my hand and cause to be affixed the Great Seal of State.

Done at the City of Springfield this 3rd day of July, in the year

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\* All the property and franchises of this Company were sold under a foreclosure of its mortgage to Frederick W. Belz, and were conveyed by Belz to the Chicago, Harlem and Batavia Railway Company. Deed from Master in Chancery to Belz recorded November 19, 1885, and deed from Belz to Chicago, Harlem and Batavia Railway Company recorded March 25, 1886.



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Chicago & Western Dummy Ry. Co.

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of our Lord, One thousand, eight hundred and seventy-nine, and of the Independence of the United States the One Hundred and Third.

Seal of the  
State of Illinois.  
Aug. 26th, 1818.

GEO. H. HARLOW,  
*Secretary of State.*

STATE OF ILLINOIS, }  
COOK COUNTY. } ss.

*To George H. Harlow, Secretary of State :*

We, the undersigned, Charles R. Vandercook, Edward J. Whitehead and George L. Meyers, of said county, propose to form a corporation under an act of the General Assembly of the State of Illinois, entitled “An Act Concerning Corporations,” approved April 18, 1872, and all acts amendatory thereof, and that the purposes of such organization we hereby state as follows, to wit:

1. The name of such corporation is the Chicago and Western Dummy Railway Company.
2. The object for which it is formed is to construct, maintain and operate a dummy railway from a point within or near the City of Chicago, in said County, westward so as to connect with and run near to the Villages of Austin, Oak Park & Maywood, and such other western villages as may be deemed desirable.
3. The Capital stock shall be Thirty Thousand (30,000<sup>00</sup>).
4. The amount of each share is One Hundred dollars (\$100<sup>00</sup>).
5. The number of shares, Three Hundred (300).
6. The location of the principal office is in City of Chicago, in the County of Cook, State of Illinois.
7. The duration of the corporation shall be twenty (20) years.

C. R. VANDERCOOK,  
EDWARD J. WHITEHEAD,  
GEORGE L. MEYERS.

Chicago & Western Dummy Ry. Co.

STATE OF ILLINOIS, }  
COUNTY OF COOK. } ss.

I, W. A. Phelps, a Notary Public in and for the said County and State aforesaid, do hereby certify that on this 21st day of May, A. D. 1879, personally appeared before me Charles R. Vandercook, Edward J. Whitehead and George L. Meyers, who are to me personally known to be the same persons who executed the foregoing statement, and severally acknowledged that they executed the same for the purposes therein set forth.

In witness whereof, I have hereunto set my hand and Notarial seal the day and year above written,

SEAL.

W. H. PHELPS,  
*Notary Public.*

*To Hon. George H. Harlow, Secretary of State of the State of Illinois :*

The Commissioners duly authorized to open books of subscription to the capital stock of the Chicago and Western Dummy Railway Company, pursuant to license heretofore issued, bearing date the 24th day of May, A. D. 1879, do hereby report that they opened books of subscription to the capital stock of said company and that the said stock was full subscribed, that the following is a true copy of such subscription, viz:

We, the undersigned, hereby severally subscribe for the number of shares set opposite our respective names to the capital stock of the Chicago and Western Dummy Railway Company, and we severally agree to pay the said company on each share, the sum of One Hundred Dollars as the same shall be called for by the Board of Directors for said Company.

NAMES.	SHARES.	AMOUNT.
E. J. Whitehead,.....	One.	\$ 100.00
H. R. Vandercook.....	One.	\$ 100.00
C. E. Crafts.....	One.	\$ 100.00
Geo. L. Meyers.....	One.	100.00
C. R. Vandercook.....	296.	29,600.00



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Chicago & Western Dummy Ry. Co.

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That on the 2d day of July, A. D. 1879, at the office of Harrison & Whitehead, Room 15, No. 193 Clark Street, in the City of Chicago, in Cook County, Illinois, at the hour of 4 o'clock P. M., they convened a meeting of the subscribers aforesaid, pursuant to notice required by law, which said notice was deposited in the post-office, properly addressed to each subscriber, ten days before the time fixed therein, a copy of which said notice is as follows, to wit:

CHICAGO, June 21st, 1879.

“ *To* (Here the names of the subscribers was inserted):

You are hereby notified that the capital stock of the Chicago and Western Dummy Railway Company has been fully subscribed, and that a meeting of the subscribers of such stock will be held at the office of Harrison & Whitehead, Room 15, No. 193 Clark Street, in the City of Chicago, Illinois, on Wednesday, the 2d day of July, A. D. 1879, at 4 o'clock, P. M., for the purpose of electing a Board of Directors for said Company, and for the transaction of such other business as may be deemed necessary.

C. R. VANDERCOOK,	} <i>Commissioners.</i>
E. J. WHITEHEAD,	
GEO. L. MEYERS,	

That said subscribers met at the time and place in said notice specified and proceeded to elect Directors, and that the following persons were duly elected for the term of one year, as follows:

C. R. Vandercook,  
 Geo. L. Meyers,  
 C. E. Crafts,  
 H. R. Vandercook,  
 E. J. Whitehead.

Signed,	C. R. VANDERCOOK,	} <i>Commissioners.</i>
	E. J. WHITEHEAD,	
	GEO. L. MEYERS.	

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Chicago & Western Dummy Ry. Co.

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STATE OF ILLINOIS, }  
COUNTY OF COOK. } ss.

On this 2d day of July, A. D. 1879, personally appeared before me N. B. Harrison, a Notary Public in and for said County in said State, C. R. Vandercook, E. J. Whitehead and Geo. L. Meyers, and made oath that the foregoing report by them subscribed is true in substance and in fact.

N. B. HARRISON,

[SEAL.]

*Notary Public.*

Filed in the office of the Recorder of Cook County, Illinois, July 8th, 1879.\*

CERTIFICATE  
OF  
INCREASE OF THE CAPITAL STOCK OF THE CHICAGO AND WESTERN  
DUMMY RAILWAY COMPANY.

STATE OF ILLINOIS, }  
COOK COUNTY. } ss.

This is to certify that at a special meeting of the Stockholders of the Chicago and Western Dummy Railway Company held on the 31st day of August, A. D. 1882, and duly called by the notices being mailed and published as required by law, there were present stockholders representing 299 shares of stock of said Company, it was unanimously voted that the capital stock of said Company be increased Thirty thousand dollars, making the total capital stock of said Company Sixty Thousand dollars, all of which appears by the records of said Company.

C. R. VANDERCOOK,

*President C. &*

*W. D. R. W. Co.*

Chicago & Western  
Dummy Railway  
Company Seal.

Attest:

E. J. WHITEHEAD,

*Secty. C. & W. D. R. W. Co.*

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\* The incorporation papers of the Chicago and Western Dummy Railway Company were not filed in the office of the Secretary of State.



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Chicago & Western Dummy Ry. Co.

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CHARLES R. VANDERCOOK, being first duly sworn, on oath says that he is the President of the Chicago & Western Dummy Railway Company, and that the matters and things set forth in the foregoing certificate by him signed as such President are true in substance & fact.

C. R. VANDERCOOK.

Subscribed & sworn to before me this 10th day of November, 1882.

E. J. Whitehead, Notarial Seal, Atty. at Law, Chicago, Cook Co., Ill.
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E. J. WHITEHEAD,  
*Notary Public.*

Filed in the office of the Recorder of Cook County, Illinois, November, 10th, 1882.

Filed in the office of the Secretary of State of Illinois, November 11th, 1882.

CHARTER  
OF  
THE CHICAGO, HARLEM AND BATAVIA RAILWAY  
COMPANY.\*

ARTICLES OF INCORPORATION  
of the  
CHICAGO, HARLEM AND BATAVIA RAILWAY COMPANY.

FIRST. The name of this corporation shall be “The Chicago, Harlem and Batavia Railway Company.”

SECOND. It is proposed to construct the said railway from a point near or within the City of Chicago by the way of Oak Park, Harlem and Maywood in the County of Cook and State of Illinois to the Village of Batavia in the County of Kane in said State.

THIRD. The principal business office of this corporation shall be established and maintained at Chicago, Cook County, State of Illinois.

FOURTH. The time of the commencement of this corporation shall be the first day of January, 1886, and continue in force for fifty (50) years.

FIFTH. The amount of the Capital Stock of this Corporation shall be One Hundred Thousand (\$100,000<sup>00</sup>) dollars.

SIXTH. The names and places of residence of the several persons forming this Corporation are.

NAMES.	RESIDENCE.
Andrew C. Lausten,	Chicago, Illinois.
John Grosse,	“ “
Otto Scheuneman,	“ “
Frederick W. Belz,	“ “
Charles Seegers,	“ “
Frederick Herhold,	“ “
Franz Schack,	“ “

\* By deed dated March 11, 1890, all the railway property, corporate rights and franchises of this Company were conveyed to the Chicago and Northern Pacific Railroad Company, except the franchise to be a corporation, which was expressly reserved. See deed Chicago, Harlem and Batavia Railway Company to Chicago and Northern Pacific Railroad Company, *infra*.



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Chicago, Harlem & Batavia Ry. Co.

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SEVENTH. The names of the first Board of Directors are: Andrew C. Lausten, John Grosse, Otto Scheuneman, Frederick W. Belz, Charles Seegers, Franz Schack and Frederick Herhold. And the government of this Corporation shall be vested in Andrew C. Lausten, John Grosse, Otto Scheuneman, Frederick W. Belz, Charles Seegers, Franz Schack, and Frederick Herhold as the first Board of Directors and in their successors to be elected by the stockholders of said Company in accordance with the by-laws thereof.

EIGHTH. The Capital Stock of this Corporation shall be divided into One Thousand Shares of the value of One Hundred (\$100<sup>00</sup>) Dollars each.

IN WITNESS WHEREOF, we have hereunto severally subscribed our names this Tenth day of December, A. D. 1885.

ANDREW C. LAUSTEN.

JOHN GROSSE.

OTTO SCHEUNEMAN.

FREDK. W. BELZ.

CHARLES SEEGER.

FRANZ SCHACK.

FREDERICK HERHOLD.

Recorded in the office of the Secretary of State of Illinois, December 21, 1885.

Recorded in the office of the Recorder of Cook County, Illinois, January 5, 1886.

Recorded in the office of the Recorder of Du Page County, Illinois, February 9, 1886.

Recorded in the office of the Recorder of Kane County, Illinois, February 11, 1886.

CHARTER  
OF  
THE BRIDGEPORT AND SOUTH CHICAGO RAILROAD  
COMPANY.\*

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BE IT REMEMBERED that the undersigned do hereby organize themselves into a railway corporation under the provisions of chapter 114 of the Revised Statutes of Illinois, entitled, “ Railroads and Warehouses,” and for that purpose have adopted and do hereby adopt the following articles of incorporation :

FIRST. The name of the proposed corporation shall be The Bridgeport and South Chicago Railroad Company.

SECOND. The proposed railway shall be constructed from some point or points of connection with the Chicago and Great Western Railroad, north of Rebecca Street and at or near Ashland Avenue in the west division of the City of Chicago; thence southerly or south-easterly to the State Line between the States of Illinois and Indiana, with a branch to be constructed from said main line of railway at or near its intersection with Twenty-second Street in the City of Chicago easterly to the South Branch of the Chicago River and with a branch to be constructed from said main line of railway at or near its intersection with Twenty-second Street in the City of Chicago, westerly and southerly to the west line of the County of Cook, State of Illinois.

THIRD. The principal business office of the corporation shall be established in the city of Chicago, in the State of Illinois.

FOURTH. The existence of said corporation shall begin with the date hereof and continue for the period of Fifty (50) years thereafter.

FIFTH. The amount of the capital stock of the corporation shall be Two Million Dollars.

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\* By deed dated March 11, 1890, all the railway property, corporate rights and franchises of this Company were conveyed to the Chicago and Northern Pacific Railroad Company, except the right to be a corporation, which was expressly reserved. See deed Bridgeport and South Chicago Railroad Company to Chicago and Northern Pacific Railroad Company, *infra*.



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Bridgeport & South Chicago R. R. Co.

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SIXTH. The names and places of residence of the several persons forming the association for incorporation are as follows:

Frank L. Hankey,	Chicago.
Frank P. Judson,	“
Edward L. Burghardt,	“
Robert M. Orr,	“
John Redpath,	“

SEVENTH. The names of the members of the first board of directors are as follows: Frank L. Hankey, Frank P. Judson, Edward L. Burghardt, Robert M. Orr and John Redpath, and the government of the proposed corporation and the management of its affairs shall be vested in its board of directors, with a president and such other subordinate officers as may be designated by the by-laws.

EIGHTH. The number of shares of the capital stock of the corporation shall be twenty thousand of one hundred dollars (\$100.00) each.

IN WITNESS WHEREOF, the parties hereto have signed the foregoing articles of incorporation, this twenty-second day of March, A. D. 1887.

FRANK L. HANKEY,  
FRANK P. JUDSON,  
EDW. L. BURGHARDT,  
ROBERT M. ORR,  
JOHN REDPATH.

Recorded in the office of the Secretary of State of Illinois,  
March 23, 1887.

Recorded in the office of the Recorder of Cook County, Illinois,  
March 24, 1887.

CHARTER  
OF  
CHICAGO AND NORTHERN PACIFIC RAILROAD  
COMPANY.

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ARTICLES OF INCORPORATION.

BE IT REMEMBERED that the undersigned do hereby organize themselves into a railway corporation under the provisions of Chapter 114 of the Revised Statutes of Illinois, entitled “ Railroads and Warehouses,” and for that purpose have adopted, and do hereby adopt the following Articles of Incorporation :

FIRST. The name of the proposed corporation shall be Chicago and Northern Pacific Railroad Company.

SECOND. The proposed railroad shall be constructed upon the following routes :

1st. From the south-west corner of Harrison Street and Fifth Avenue, in the City of Chicago, Cook county, Illinois, westerly and south-westerly, through the City of La Salle, to the Mississippi River.

2d. From a point in the vicinity of the intersection of Crawford Avenue and West Randolph Street, in the said City of Chicago, westerly to the Mississippi River.

3d. From some convenient point on route Number Two, in the Town of Proviso, southerly and south-westerly to the City of East St. Louis.

4th. From a point in the vicinity of the intersection of Crawford Avenue and West Randolph Street, in said City of Chicago, southerly to the southern limits of said Cook County ; with a branch from said line easterly to Lake Michigan, and a branch westerly to the west limits of Cook County.

5th. From some convenient point on route Number One, in the West Division of the City of Chicago, southerly to the Ohio River,



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Chicago & Northern Pacific R. R. Co.

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with branches from three convenient points in Cook County, easterly to the eastern boundary of the State of Illinois.

6th. From some convenient point in Macon County, on route Number Three, southerly to the Ohio River.

7th. From some convenient point on route Number One, in the Town of Cicero, southerly to the southern limits of Cook County.

8th. From some convenient point on route Number One, between Crawford Avenue, in the City of Chicago, and the west limits of the Town of Cicero, south-westerly to the western limits of Cook County.

THIRD. The principal business office of the corporation shall be established in the City of Chicago, in the State of Illinois.

FOURTH. The existence of said corporation shall begin with the date hereof, and continue for the period of fifty years thereafter.

FIFTH. The amount of the capital stock of said corporation shall be Thirty Millions of Dollars.

SIXTH. The names and places of residence of the several persons forming the association for incorporation are as follows:

James L. High,	Chicago.
Alfred D. Eddy,	Chicago.
Chauncey W. Martyn,	Chicago.
James E. Rogers,	Chicago.
David Eichberg,	Chicago.

SEVENTH. The names of the Members of the First Board of Directors are as follows: James L. High, Alfred D. Eddy, Chauncey W. Martyn, James E. Rogers and David Eichberg, and the government of the proposed corporation and management of its affairs shall be vested in its Board of Directors, with a President and such subordinate officers as may be designated by the by-laws:

EIGHTH. The number of shares of the capital stock of the corporation shall be Three Hundred Thousand of One Hundred Dollars each.

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Chicago & Northern Pacific R. R. Co.

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IN WITNESS WHEREOF the parties have signed the foregoing Articles of Incorporation, this Twenty-second day of November, A. D. 1889.

JAMES L. HIGH.

ALFRED D. EDDY.

CHAUNCEY W. MARTYN.

JAMES E. ROGERS.

DAVID EICHBERG.

Recorded in the office of the Secretary of State of Illinois, November 23, 1889.

Recorded in the office of the Recorder of Cook County, Illinois, November 25, 1889.



CHARTER  
OF  
THE CHICAGO CENTRAL RAILWAY COMPANY.

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ARTICLES OF INCORPORATION  
of the  
CHICAGO CENTRAL RAILWAY COMPANY.

FIRST. The name of this corporation shall be “The Chicago Central Railway Company.”

SECOND. It is proposed to construct the said railway from the city of Chicago, in the county of Cook in the State of Illinois, to a point on the west boundary line of the State of Illinois at or near the south boundary line of the county of Adams, in said state, and also a line from the said city of Chicago to a point in the east boundary line of said state, at or near the south boundary line of the county of Iroquois, all within the State of Illinois.

THIRD. The principal business office of this corporation shall be established and maintained at Chicago, Illinois.

FOURTH. The time of the commencement of this corporation shall be October 19, 1889, and continue in force for fifty years and for such further time as may be granted by renewal according to law.

FIFTH. The amount of the capital stock of this corporation shall be one million dollars (\$1,000,000.00).

SIXTH. The names and places of residence of the several persons forming this corporation are:

NAMES.	RESIDENCE.
Milton R. Wood,	Chicago, Illinois.
Charles W. Needham,	Chicago, Illinois.
Erwin E. Wood,	Chicago, Illinois.
William L. Moss,	Chicago, Illinois.
Edwin L. Waugh,	Chicago, Illinois.

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Chicago Central Ry. Co.

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SEVENTH. The names of the first board of directors are:

Milton R. Wood,  
Charles W. Needham,  
Erwin E. Wood,  
William L. Moss,  
Edwin L. Waugh.

And the government of this corporation shall be vested in a board of five directors.

EIGHTH. The capital stock of this corporation shall be divided into ten thousand shares of the value of one hundred dollars each.

IN WITNESS WHEREOF, we have hereunto severally subscribed our names, this 17th day of October, A. D. 1889.

MILTON R. WOOD.

CHAS. W. NEEDHAM.

ERWIN E. WOOD.

WILLIAM L. MOSS.

EDWIN L. WAUGH.

Recorded in the office of the Secretary of State of Illinois, October 18, 1889.

Recorded in the office of the Recorder of Cook County, Illinois, October 23, 1889.

Recorded in the office of the Recorder of Will County, Illinois, November 2, 1889.

Recorded in the office of the Recorder of Kankakee County, Illinois, November 28, 1889.



CHARTER  
OF  
THE CHICAGO AND SOUTHWESTERN RAILROAD  
COMPANY.

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ARTICLES OF INCORPORATION.

BE IT REMEMBERED that the undersigned do hereby organize themselves into a railway corporation under the provisions of Chapter 114 of the Revised Statutes of Illinois, entitled “ Railroads and Warehouses,” and for that purpose have adopted and do hereby adopt the following Articles of Incorporation:

FIRST. The name of the proposed corporation shall be The Chicago and Southwestern Railroad Company.

SECOND. The proposed railway shall be constructed from the City of Chicago westerly or south-westerly to the Mississippi River, with two branches running northerly and southerly from said line to the north and south limits of Cook County, in the State of Illinois.

THIRD. The principal business office of the corporation shall be established in the City of Chicago, in the State of Illinois.

FOURTH. The existence of said corporation shall begin with the date hereof and continue for the period of fifty (50) years thereafter.

FIFTH. The amount of the capital stock of the corporation shall be ONE MILLION DOLLARS.

SIXTH. The names and places of residence of the several persons forming the association for incorporation are as follows:

Williard T. Block,	Chicago.
Charles H. Hoops,	“
Henry P. Maun,	“
Walter W. Ross,	“
J. Ward Ellis,	“

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Chicago & Southwestern R. R. Co.

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SEVENTH. The names of the members of the first Board of Directors are as follows: Williard T. Block, Charles H. Hoops, Henry P. Maun, Walter W. Ross and J. Ward Ellis, and the government of the proposed corporation and the management of its affairs shall be vested in its board of Directors, with a President and such other subordinate officers as may be designated by the by-laws.

EIGHTH. The number of shares of the capital stock of the corporation shall be ten thousand of one hundred dollars each.

IN WITNESS WHEREOF, the parties hereto have signed the foregoing Articles of Incorporation this seventeenth day of July, A. D. 1890.

WILLIARD T. BLOCK.

CHARLES H. HOOPS.

HENRY P. MAUN.

WALTER W. ROSS

J. WARD ELLIS.

Recorded in the office of the Secretary of State of Illinois, July 18, 1890.

Recorded in the office of the Recorder of Cook County, Illinois, July 19, 1890.



CHARTER  
OF  
CHICAGO AND CALUMET TERMINAL RAILWAY  
COMPANY.

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ARTICLES OF INCORPORATION  
of the

CHICAGO AND CALUMET TERMINAL RAILWAY COMPANY.

THE UNDERSIGNED hereby associate themselves together for the purpose of forming an incorporated company under the laws of the State of Illinois, to construct, own and operate the railroad hereafter designated, and do adopt the following Articles of Incorporation:

FIRST. The name of such proposed corporation shall be the Chicago & Calumet Terminal Railway Company.

SECOND. The line of such railroad will begin at a point on Lake Michigan between 83d Street, Village of Hyde Park, and the Indiana State Line, thence South-Easterly to a point on the boundary line between the States of Illinois and Indiana, in the Town of Thornton, thence Westerly and Northerly to a point in the North-Eastern part of the Town of Bremen, in the vicinity of Blue Island, thence North-Westerly to a point in the North line of Cook County, in the Town of Northfield, or a point on Lake Michigan, North of Chicago, all such line of railroad being in Cook County, Illinois.

THIRD. The principal business office of such corporation shall be established and maintained in the City of Chicago, Illinois.

FOURTH. The duration of such corporation shall continue for fifty years from the filing and recording of these articles.

FIFTH. The capital stock of such corporation shall be five million dollars, to be divided into fifty thousand shares of one hundred dollars each.

SIXTH. The names and places of residence of the several persons forming this corporation are:

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Chicago & Calumet Terminal Ry. Co.

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John W. Ulm, Chicago, Illinois.  
James S. Prentiss, Chicago, Illinois.  
John H. Avery, Chicago, Illinois.  
Edward T. Mason, Chicago, Illinois.  
Charles Jouvenat, Chicago, Illinois.

SEVENTH. The government of this corporation and the conduct of its affairs shall be vested in a Board of Directors, to be composed of five persons, and the names of the first Board are:

John W. Ulm.  
James S. Prentiss.  
John H. Avery.  
Edward T. Mason.  
Charles Jouvenat.

EIGHTH. The capital stock of this corporation shall be divided into fifty thousand shares of the value of one hundred dollars each.

IN WITNESS WHEREOF, we have hereunto severally subscribed our names, this twenty-fourth day of June, A. D. 1886.

JOHN W. ULM,  
J. S. PRENTISS,  
JOHN H. AVERY,  
EDWARD T. MASON,  
CHARLES JOUVENAT.

Recorded in the office of the Secretary of State of Illinois, July 1st, 1886.

Recorded in the office of the Recorder of Cook County, Illinois, July 2d, 1886.



CHARTER  
OF  
THE CALUMET RIVER RAILWAY COMPANY.

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ARTICLES OF INCORPORATION  
of  
“ THE CALUMET RIVER RAILWAY COMPANY.”

THE UNDERSIGNED, subscribers hereto, having heretofore subscribed fifty thousand dollars to the capital stock of the contemplated Calumet River Railway Company, for the purpose of being formed into a corporation to lay out, construct, own, maintain, and operate such railway, do make, adopt and subscribe these

ARTICLES OF ASSOCIATION.

FIRST. The name of such railway company shall be “ THE CALUMET RIVER RAILWAY COMPANY.”

SECOND. The amount of the capital stock of such company shall be five hundred thousand dollars, and shall consist of five thousand shares, of one hundred dollars each.

THIRD. The number of directors to manage the affairs of said Company shall be five, and the names of the directors elected by the subscribers hereto for that purpose, are Joseph T. Torrence, William M. Wilson, Arthur N. Sullivan, Chas. G. Guenther and William A. Ball.

FOURTH. It is intended to construct said line of railway from a point on the state line between the States of Indiana and Illinois, between the North East corner of Section eight (8), in Township Thirty six (36), of Range fifteen (15), in the county of Cook, State of Illinois, and the point where the Grand Calumet River is intersected by said State line, south of said section corner, which shall be found upon survey and location to be the most accessible to make connections with and leads to and turn outs from the several lines of railway now constructed near that point; and run thence in an easterly direction through the North Side Addition to the town of Hammond, Indiana, and Section No. Twenty-five (25),

Calumet River Ry. Co.

Township Thirty-seven (37), of Range ten (10), and Section No. Thirty (30), Township Thirty-seven (37), of Range Nine (9), by the most practicable and feasible route, to Indiana City on Lake Michigan. And it is further intended to construct a line beginning at a point in said North Side Addition to said town of Hammond, and run thence by the most practicable and feasible route in a northerly direction, passing between Wolf lake or “Sheffield Bay” and Lake George, to a point on Lake Michigan near and east of the outlet of Wolf Lake or Sheffield Bay where it empties into Lake Michigan, all to be so connected that engines, cars and trains may operate over the whole line.

All of said proposed railway is to be constructed in the county of Lake, State of Indiana, and as near as can be stated, the length of said railway will be about Twenty Five miles.

IN WITNESS WHEREOF, the undersigned have hereunto subscribed their names, and stated their places of residence, and the number of shares taken by each in said Company, this the 27th day of August, A. D. 1886.

NAMES OF SUBSCRIBERS.	RESIDENCE.	NO. OF SHARES.
1. Joseph T. Torrence,	Chicago, Ill.,	Five.
2. Wm. Guthrie,	Hammond, Ind.,	One.
3. John H. Avery,	Chicago, Ill.,	One.
4. John W. Dake,	Hammond, Ind.,	One.
5. Thos. W. Johnston,	Hyde Park, Ill.,	One.
6. William H. Gostlin,	Hammond, Ind.,	One.
7. C. C. Smith,	Hammond, Ind.,	One.
8. A. G. Towle,	Hammond, Ind.,	One.
9. W. H. B. Menzies,	“	One.
10. E. E. Towle,	“	One.
11. E. D. Varney,	“	One.
12. F. H. Tuthill,	“	One.
13. Geo. F. Castor,	“	One.
14. Carroll N. Towle,	“	Five Hundred.
15. James M. Bradford,	“	One.
16. William M. Wilson,	Chicago, Illinois,	One.

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Calumet River Ry. Co.

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|-------------------------|-----------------|------|
| 17. Arthur N. Sullivan, | Chicago, Ills., | One. |
| 18. Chas. G. Guenther,  | Chicago, Ills., | One. |
| 19. William A. Ball,    | Chicago, Ills., | One. |

Recorded in the office of the Secretary of State of Indiana, September 1st, 1886.



CHARTER  
OF  
HAMMOND AND LAKE MICHIGAN RAILWAY COMPANY.

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ARTICLES OF INCORPORATION  
of the  
HAMMOND AND LAKE MICHIGAN RAILWAY COMPANY.

THE UNDERSIGNED, subscribers hereto, having heretofore subscribed \$50,000<sup>00</sup> to the Capital Stock of the contemplated Hammond and Lake Michigan Railway Company, for the purpose of being formed into a company to lay out, construct, own, maintain and operate such railway company, do make, adopt and subscribe these articles of association.

FIRST. The name of this railway company shall be the Hammond and Lake Michigan Railway Company.

SECOND. The amount of Capital Stock of such company shall be \$500,000<sup>00</sup> and shall consist of 5,000 shares of \$100<sup>00</sup> each.

THIRD. The number of directors to manage the affairs of such company shall be five, and the names of the directors elected by the subscribers hereto are:

JOSEPH T. TORRENCE,

JAMES S. PRENTISS,

ALONZO STEPHENS,

C. N. TOWLE,

ARTHUR N. SULLIVAN.

FOURTH. It is intended to construct said line of railway from a connection with the Calumet River Railway at or near the City of Hammond, Lake County, Indiana, in a North-easterly direction to Lake Michigan, with one or more tracks upon the main line and branches, and also such connecting tracks, and such spurs, extensions, side tracks, yard tracks, turnouts, switches and appurtenances as will enable it to connect with warehouses, elevators, docks, stock-yards, mills, manufacturers, and other place of business, and other railroad tracks along or near its routes. All to be so constructed that engines, cars and trains may operate over the whole

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Hammond & Lake Michigan Ry. Co.

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line. All of said proposed railways to be constructed in said County of Lake, State of Indiana. And as near as can be stated the length of said railway will be about twenty-five miles.

IN WITNESS WHEREOF, the undersigned have hereunto subscribed their names and stated their places of residence and the number of shares taken by each.

NAMES.		RESIDENCE.
JOSEPH T. TORRENCE,	one share	Chicago, Illinois.
JAMES S. PRENTISS,	one share	Chicago, Illinois.
ALONZO STEPHENS,	one share	Lake View, Ill.
ARTHUR N. SULLIVAN,	one share	Evanston, Ill.
WILLIAM M. WILSON,	one share	Chicago, Ills.
EDWARD E. TOWLE,	one share	Hammond, Ind.
W. H. B. MENZIES,	one share	Hammond, Ind.
C. D. VARNEY,	one share	Hammond, Ind.
E. C. MINAS,	one share	Hammond, Ind.
C. C. SMITH,	one share	Hammond, Ind.
JAMES M. BRADFORD,	one share	Hammond, Ind.
GEO. F. CASTOR,	one share	Hammond, Ind.
F. H. TUTHILL,	one share	“ “
JOHN W. DAKE,	one share	Hammond, Ind.
THOS. W. JOHNSTON,	one share	Hyde Park, Ills.
C. N. TOWLE,	five hundred shares	Hammond, Ind.
A. G. TOWLE,	one share	Hammond, Ind.
GEO. H. BOYNTON,	one share	Hammond,
WM. GUTHRIE,	one share	Hammond,
JOHN B. GUTHRIE,	one share	Hammond,
W. H. GOSTLIN,	one share	Hammond,

Dated this 23d day of February, 1887.

Recorded in the office of the Secretary of State of Indiana, February 25, 1887.

ARTICLES OF CONSOLIDATION  
BETWEEN  
THE CHICAGO AND CALUMET TERMINAL RAILWAY  
COMPANY, THE CALUMET RIVER RAILWAY COM-  
PANY, AND THE HAMMOND AND LAKE MICH-  
IGAN RAILWAY COMPANY.

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ARTICLES OF CONSOLIDATION AND MERGER, made and entered into this 11th day of August, Anno Domini one thousand eight hundred and eighty-seven, between the CHICAGO AND CALUMET TERMINAL RAILWAY COMPANY, of the first part, THE CALUMET RIVER RAILWAY COMPANY, of the second part, and THE HAMMOND AND LAKE MICHIGAN RAILWAY COMPANY, OF THE THIRD PART.

*Witnesseth :*

WHEREAS, The Calumet River Railway Company is a corporation duly organized and existing under and by virtue of the laws of the State of Indiana, and is authorized to locate, construct, maintain and operate a line of railroad from a point on the state line between the States of Indiana and Illinois, between the north-east corner of section eight (8), in township thirty-six (36) of range fifteen (15), in the county of Cook and State of Illinois, and the point where the Grand Calumet river is intersected by said state line, south of said section corner, which shall be found upon survey and location to be the most accessible to make connections with, and leads to and turnouts from, the several lines of railway now constructed near that point; and run thence in an easterly direction, through the north side addition to the town of Hammond, in the State of Indiana, and section No. (25) twenty-five, township thirty-seven, (37) of range ten (10), in section No. thirty (30), township thirty-seven (37), of range nine (9), by the most practicable and feasible route to Indiana City, on Lake Michigan. And it is further intended to construct a line, beginning at a point in said north side addition to said town of Hammond, and run thence by the most practicable and feasible route, in a northerly direction, pass-



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Consolidation, Calumet Terminal.

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ing between Wolf Lake or Sheffield Bay, and Lake George, to a point on Lake Michigan near and east of the outlet of Wolf Lake or Sheffield Bay, where it empties into Lake Michigan, all to be connected so that engines, cars and trains may operate over the whole line; all of said proposed railway is to be constructed in the county of Lake, State of Indiana; and as near as can be stated the length of said railway will be about twenty-five miles; and

WHEREAS, The Hammond and Lake Michigan Railway Company is a corporation duly organized and existing under and by virtue of the laws of the State of Indiana, and is authorized to locate, construct, maintain and operate a line of railway from a connection with the Calumet River Railway, at or near the city of Hammond, Lake county, Indiana, in a north-easterly direction to Lake Michigan, with one or more tracks, upon the main line and branches, and also with connecting tracks, and such spurs, extensions, side-tracks, yard-tracks, turn-outs, switches and appurtenances as will enable it to connect with warehouses, elevators, docks, stock-yards, mills, manufactories, and other places of business, and other railroad tracks along or near its route; all to be so constructed that engines, cars and trains may operate over the whole line. All of said proposed railways to be constructed in said county of Lake, State of Indiana, and as near as can be stated the length of said railway will be about twenty-five miles; and

WHEREAS, The Chicago and Calumet Terminal Railway Company is a corporation duly organized and existing under and by virtue of the laws of the State of Illinois, and is authorized to locate, construct, maintain and operate a line of railroad beginning at a point on Lake Michigan between Eighty-third (83d) street, in the village of Hyde Park, county of Cook and State of Illinois, and the Indiana state line; thence south-easterly to a point on the boundary line between the States of Indiana and Illinois, in the town of Thornton; thence westerly and northerly to a point in the north-eastern part of the town of Bremen, in the vicinity of Blue Island; thence north-westerly to a point in the north line of Cook county, in the town of Northfield, or a point on Lake Michigan,

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Consolidation, Calumet Terminal.

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north of Chicago, all of such line of railroad being in Cook county, Illinois; and

WHEREAS, The lines of railroad proposed to be built by The Calumet River Railway Company, The Hammond and Lake Michigan Railway Company, and The Chicago and Calumet Terminal Railway Company, are located in the same general direction and have a connection at the state line, between the States of Illinois and Indiana, and when built will form one continuous line in the same general direction; and

WHEREAS, The interests of the stockholders of the said companies, and the convenience of the public will be greatly promoted by the consolidation and merger of the capital stocks, properties, rights, franchises and privileges of the Calumet River Railway Company and The Hammond and Lake Michigan Railway Company into and with each other, and into and with the capital stock, property, rights, franchises and privileges of the Chicago and Calumet Terminal Railway Company, and inasmuch as such consolidation and merger are necessary for the proper construction, successful operation and management of the said roads; and,

WHEREAS, The capital stock of the said Chicago and Calumet Terminal Railway Company is five million dollars, divided into 50,000 shares of 100 dollars each, of which there has been issued fifty shares, and the capital stock of the Calumet River Railway Company is five hundred thousand dollars, divided into shares of 100 dollars each, of which there has been issued 522 shares; and the capital stock of the Hammond and Lake Michigan Railway Company is five hundred thousand dollars, divided into shares of 100 dollars each, of which there has been issued 520 shares; and

WHEREAS, The Calumet River Railway Company and the Hammond and Lake Michigan Railway Company are not parallel or competing lines with each other, and neither of said lines is a parallel or competing line with the line of railroad of the Chicago and Calumet Terminal Railway Company; and,

WHEREAS, Such merger and consolidation has been sanctioned



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Consolidation, Calumet Terminal.

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and authorized by the unanimous vote of the directors of the Calumet River Railway Company, at a meeting called for that purpose, and held at Hammond, Indiana, on the 24th day of February, A. D. 1887, at which meeting of directors it was resolved and voted, to call a meeting of the stockholders of the Calumet River Railway Company to ratify the said action of the said directors; and,

WHEREAS, The said directors did call a meeting of the said stockholders of the said Calumet River Railway Company for the purpose of said ratification, to be held at Hammond, Indiana, on the 6th day of May, A. D. 1887, and did cause each of said stockholders of said company to be notified of such meeting, and the object thereof, by mailing a notice to each of said stockholders, and by publishing said notice for sixty days prior to the date of said meeting in the Hammond Labor Record, a newspaper of general circulation published at Hammond, Lake County, Indiana; and,

WHEREAS, Such consolidation and merger has been authorized and sanctioned, by the votes of the owners of more than two-thirds in amount of the capital stock of the said Calumet River Railway Company, at a meeting of said stockholders held at Hammond, Indiana, on the 17th day of May, A. D. 1887, which meeting was held pursuant to adjournments of said stockholders' meeting called to meet at the same place on the 6th day of May, A. D. 1887; and,

WHEREAS, Such merger and consolidation has been sanctioned and authorized by the unanimous vote of the directors of the Hammond and Lake Michigan Railway Company at a meeting called for that purpose and held at Hammond, Indiana, on the 25th day of February, A. D. 1887, at which meeting of directors it was resolved and voted, to call a meeting of the stockholders of the Hammond and Lake Michigan Railway Company to ratify the said action of said directors; and,

WHEREAS, The said directors did call a meeting of the said stockholders of the said Hammond and Lake Michigan Railway Company for the purpose of said ratification, to be held at Hammond,



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Consolidation, Calumet Terminal.

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Indiana, on the 6th day of May, A. D. 1887, and did cause each of said stockholders of the said Hammond and Lake Michigan Railway Company to be notified of said meeting and the object thereof, by mailing a notice to each of said stockholders and by publishing said notice for sixty days prior to the date of said meeting in the Hammond Labor Record, a newspaper of general circulation published at Hammond, Lake County, Indiana; and,

WHEREAS, Such consolidation and merger has been authorized and sanctioned by the votes of the owners of more than two-thirds in amount of the capital stock of the Hammond and Lake Michigan Railway Company at a meeting of said stockholders held at Hammond, Indiana, on the 17th day of May, A. D. 1887, which meeting was held pursuant to adjournments of said stockholders' meeting called to meet at the same place on the 6th day of May, A. D. 1887; and

WHEREAS, Such merger and consolidation has been sanctioned and authorized by the unanimous vote of the directors of the Chicago and Calumet Terminal Railway Company, at a meeting called for that purpose, and held at Chicago, on the 24th day of February A. D. 1887, at which meeting it was voted to call a meeting of the stockholders of the Chicago and Calumet Terminal Railway Company, to ratify the said action of the said directors; and

WHEREAS, The said directors of the Chicago and Calumet Terminal Railway Company, called a meeting of the stockholders of said company for the purpose of said ratification, to be held at Chicago on the 6th day of May, A. D. 1887, and did cause each of the stockholders of said company to be notified of such meeting and the object thereof, by mailing a notice to each of said stockholders, and by publishing said notice for sixty days prior to the date of said meeting in the Hegewisch Journal, a newspaper of general circulation published at Hegewisch, in the county of Cook and State of Illinois; and

WHEREAS, The said stockholders of the said Chicago and Calumet Terminal Railway Company did meet on the 6th day of May, pursuant to said call of said directors, and did adjourn said meeting

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Consolidation, Calumet Terminal.

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until the 13th day of May, A. D. 1887, and did meet again on said last named day, and there were present the owners of more than two-thirds, in amount, of the capital stock of said company, and it was then and there unanimously voted by the said stockholders to sanction and authorize such consolidation and merger; and

WHEREAS, By the resolutions passed at each of said meetings authorizing the said merger and consolidation, it will appear that this form for the articles of consolidation and merger was agreed upon and adopted, and directed to be executed, acknowledged and delivered by the respective presidents of said companies; and the seal thereof attached by the respective secretaries of said companies.

NOW THEREFORE, for the purpose of so merging and consolidating the Calumet River Railway Company, the Hammond and Lake Michigan Railway Company, and the Chicago and Calumet Terminal Railway Company; this joint agreement, made this 11th day of August, A. D. 1887, between the said companies, witnesseth:

THAT, the said parties hereto in consideration of the premises and the sum of one dollar to each, in hand paid by the others, the receipt whereof is hereby acknowledged, and for the other considerations herein expressed, have agreed with each other to, and hereby do, merge and consolidate the Calumet River Railway Company, and the capital stock, franchise, privileges and property thereof, and the Hammond and Lake Michigan Railway Company, and the capital stock, franchise, privileges and property thereof, into and with each other, and into and with the Chicago and Calumet Terminal Railway Company, and its capital stock, franchises, privileges and property, on the following terms and conditions, that is to say;

FIRST. All and singular the rights, franchises, privileges, real and personal, choses in action and effects of every kind and description, in which the Calumet River Railway Company has any rights, title or interest, whether in possession, reversion or remainder, with the appurtenances, and all and singular, the rights, franchises, privileges, property, real and personal, choses in action and effects of every kind and description, in which the Hammond and Lake



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Consolidation, Calumet Terminal.

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Michigan Railway Company has any right, title or interest, whether in possession, reversion or remainder, with the appurtenances, upon the execution of this agreement shall be then, and from thenceforth merged into, and consolidated with, and vested in, and shall be held, owned and controlled by the Chicago and Calumet Terminal Railway Company, its successors or assigns, as fully and completely as the said respective companies do now hold, or can now hold, own, use or control the same, and no further act or deed, conveyance or assurance shall be required for the full and complete vesting thereof, in the said consolidated company, and the Chicago and Calumet Terminal Railway Company, and its successors, are hereby fully and forever released and discharged of all claims, indebtedness and demands, which may on its part exist and be due, to either the Calumet River Railway Company, or to the Hammond and Lake Michigan Railway Company.

SECOND. The capital stock of the Chicago and Calumet Terminal Railway Company, with the Calumet River Railway Company and the Hammond and Lake Michigan Railway Company so consolidated with and merged into it, and for the purpose of carrying out such consolidation and merger, is hereby fixed subject to such increase as may be prescribed or authorized by law at \$5,000,000, divided into 50,000 shares of the par value of \$100 each, of which there shall be issued to the aforesaid stockholders of the Calumet River Railway Company, 522 shares, upon the surrender by such stockholders of the certificates of stock so now held by them respectively; and to the aforesaid stockholders of the Hammond and Lake Michigan Railway Company 520 shares upon the surrender by said stockholders of the certificates of stock so now held by them respectively, and to the aforesaid stockholders of the Chicago and Calumet Terminal Railway Company 50 shares upon the surrender by such stockholders of the certificates of stock so now held by them respectively.

THIRD. The principal business office of the Chicago and Calumet Terminal Railway Company, with the Calumet River Railway



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Consolidation, Calumet Terminal.

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Company and the Hammond and Lake Michigan Railway Company so consolidated with and merged into it, as aforesaid, shall be in Chicago, Cook County, Illinois, with a branch office thereof at Hammond, Lake County, Indiana.

FOURTH. The government of the Chicago and Calumet Terminal Railway Company, with the Calumet River Railway Company and the Hammond and Lake Michigan Railway Company, so consolidated with and merged into it, as aforesaid, and the management of its affairs, upon the consolidation and merger aforesaid, shall remain vested in the present directors and officers of the Chicago and Calumet Terminal Railway Company, who are as follows:

Directors: Sereno C. Gibbs, James S. Prentiss, Alonzo Stephens, William M. Wilson and E. T. Mason.

President: Alonzo Stephens.

Secretary: James S. Prentiss.

FIFTH. The directors and officers above named, shall hold their offices for the term for which they were elected or appointed, or until others shall be chosen or appointed in their places, as provided in the by-laws of the Chicago and Calumet Terminal Railway Company.

SIXTH. The common or corporate seal of the Chicago and Calumet Terminal Railway Company, and its name shall remain and be, until changed according to law, the corporate seal and name of the said corporation, after the consolidation and merger of the Calumet River Railway Company and the Hammond and Lake Michigan Railway Company with, and into it.

SEVENTH. The by-laws of the Chicago and Calumet Terminal Railway Company shall remain, until the same are altered and amended, according to the provisions thereof, the by-laws of the said corporation after the said consolidation and merger of the Calumet River Railway Company and the Hammond and Lake Michigan Railway Company with, and into it.

IN WITNESS WHEREOF, the parties hereto have respectively caused these presents to be sealed with their several corporate seals, and

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Consolidation, Calumet Terminal.

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signed by their respective presidents, and attested by their respective secretaries, the day and year first above written.

CHICAGO AND CALUMET TERMINAL RAILWAY COMPANY,

By ALONZO STEPHENS, *President*.

Attest:

[SEAL.] JAMES S. PRENTISS, *Secretary*.

HAMMOND AND LAKE MICHIGAN RAILWAY COMPANY,

By W. H. GOSTLIN, *President*.

Attest:

[SEAL.] JAMES S. PRENTISS, *Secretary*.

THE CALUMET RIVER RAILWAY COMPANY,

By THOMAS W. JOHNSTONE, *President*.

Attest:

[SEAL.] JAMES S. PRENTISS, *Secretary*.

STATE OF ILLINOIS, }  
COUNTY OF COOK. } ss.

Be it remembered that on the eleventh day of August, A. D. 1887, before me, the undersigned, a notary public in and for the county of Cook, and State of Illinois, came Alonzo Stephens and James S. Prentiss, personally known to me to be the identical persons whose names are attached to the foregoing joint articles of consolidation and merger, as having executed the same, and who are also known to me to be, the first the president, and the second the secretary, of the Chicago and Calumet Terminal Railway Company, and acknowledged that they had executed the foregoing articles of consolidation and merger as the agreement, act and deed of said company, and had signed the same and affixed the corporate seal of said company to the same, in their official capacity, as the agreement, act and deed of said corporation, and had delivered the same for the uses and purposes therein expressed, as their free and voluntary act, and the free and voluntary act of said corporation.

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Consolidation, Calumet Terminal.

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IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Chicago, Cook county, Illinois, this eleventh day of August, A. D. 1887.

[SEAL.]

GEO. W. MURRAY,  
*Notary Public.*

STATE OF INDIANA, }  
LAKE COUNTY. } ss.

Be it remembered that on the eleventh day of August, A. D. 1887, before me, the undersigned, a notary public in and for the county of Lake, and the State of Indiana, came Thos. W. Johnstone and James S. Prentiss, personally known to me to be the identical persons whose names are attached to the foregoing joint articles of consolidation and merger, as having executed the same, and also known to me to be, the first the president, and the second the secretary of the Calumet River Railway Company, and acknowledged that they had executed the foregoing articles of consolidation and merger as the agreement, act and deed of said company, and had signed the same and affixed the corporate seal of the said company to the same, in their official capacity, as the agreement, act and deed of said corporation, and had delivered the same for the uses and purposes therein expressed, as their free and voluntary act, and the free and voluntary act of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at Hammond, Lake county, Indiana, this eleventh day of August, A. D. 1887.

[SEAL.]

EDWARD E. TOWLE,  
*Notary Public.*

STATE OF INDIANA, }  
COUNTY OF LAKE. } ss.

Be it remembered, that on the eleventh day of August, A. D. 1887, before me, the undersigned, a notary public in and for the county of Lake and State of Indiana, came William H. Gostlin



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Consolidation, Calumet Terminal.

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and James S. Prentiss, personally known to me to be the identical persons whose names are attached to the foregoing joint articles of consolidation and merger, as having executed the same, and also known to me to be, the first the president, and the second the secretary of the Hammond and Lake Michigan Railway Company, and acknowledged that they had executed the foregoing articles of consolidation and merger as the agreement, act and deed of said company, and had signed the same and affixed the corporate seal of said company to the same, in their official capacity, as the agreement, act and deed of said corporation, and had delivered the same for the uses and purposes therein expressed, as their free and voluntary act, and the free and voluntary act of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at Hammond, Lake county, Indiana, this eleventh day of August, A. D. 1887.

EDWARD E. TOWLE,

[SEAL.]

*Notary Public.*

Recorded in the office of the Secretary of State of Illinois, August 15, 1887.

Recorded in the office of the Secretary of State of Indiana, September 13, 1887.

Recorded in the office of the Recorder of Cook County, Illinois, August 16, 1887.

Recorded in the office of the Recorder of Lake County, Indiana, September 8, 1887.

CHARTER  
OF  
CHICAGO AND WISCONSIN RAILROAD COMPANY.

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*Know all Men by these Presents* that we, Henry S. Hawley, Henry T. Glover, Charles R. Schniglau, John B. Jackson, Thomas B. Marston and Elijah Stanford, whose names are hereto subscribed, do hereby adopt the following Articles, for the purpose of forming a Corporation to build, operate and maintain the line of Railroad therein described.

I. The name of the proposed Corporation shall be the Chicago and Wisconsin Railroad Company.

II. The said Railroad shall commence at some point in the South Division of the City of Chicago, in the County of Cook and state of Illinois, and terminate at the North Line of the state of Illinois, at or near the County Line, between the counties of McHenry and Lake, in said state.

III. The principal place of business of said Corporation shall be established and maintained at the City of Chicago, in the State of Illinois.

IV. The said Corporation shall commence its existence when the Articles of Incorporation shall have been recorded as provided by law in the office of the Secretary of State, and in the several Counties through which said Railway is proposed to be built, to wit: the Counties of Cook, McHenry and Lake, and shall continue for the term of fifty years.

V. The Capital Stock of said Corporation shall be the sum of One and one half Million Dollars.

VI. The residence of the Corporators is as follows:

Henry S. Hawley,	Chicago, Illinois,
Henry T. Glover,	Chicago, Illinois,
Charles R. Schniglau,	Chicago, Illinois,
John B. Jackson,	Chicago, Illinois,
Thomas B. Marston,	Chicago, Illinois,
Elijah Stanford,	Fort Hill, Illinois.

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Chicago and Wisconsin R. R. Co.

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VII. The Corporators herein named shall constitute the First Board of Directors and the management of the Corporation shall be vested in them, and said Board shall elect a President and Vice-President from among their own number and appoint a Secretary and Treasurer, and such other Officers and Agents, as may be provided for by the By-Laws, and provide for their duties in said By-Laws.

VIII. The Capital Stock of said Corporation shall be divided into Shares of One hundred (\$100<sup>00</sup>) Dollars each, and consist of Fifteen thousand (15,000) Shares which may be divided into common and preferred Stock in accordance with such provisions as may be contained in the By-Laws.

IN WITNESS WHEREOF, we have hereto attached our hands and seals this 21st day of March, A. D. 1884.

HENRY S. HAWLEY,	[SEAL.]
HENRY T. GLOVER,	[SEAL.]
CHARLES R. SCHNIGLAU,	[SEAL.]
JOHN B. JACKSON,	[SEAL.]
THOS. B. MARSTON,	[SEAL.]
ELIJAH STANFORD.	[SEAL.]

Recorded in the office of the Secretary of State of Illinois, March 27th, 1884.

Recorded in the office of the Recorder of Cook County, Illinois, March 26th, 1884.

Recorded in the office of the Recorder of Lake County, Illinois, March 25th, 1884.

Recorded in the office of the Recorder of McHenry County, Illinois, March 22d, 1884.



CHARTER  
OF  
THE CHICAGO SOUTH BRANCH DOCK COMPANY.\*

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AN ACT to incorporate the Chicago South Branch Dock Company.

SECTION 1. *Be it enacted by the People of the State of Illinois, represented in the General Assembly*, that William Green, William S. Sampson, Richard J. Arnold, John F. Hance, Roswell B. Mason, Amos G. Throop, Abraham J. Knisely, and all such persons as shall hereafter become stockholders in the company hereby incorporated, shall be, and for the time of thirty years after the passage of this act, shall continue to be a body politic and corporate, by the name and style of “The Chicago South Branch Dock Company,” and by that name and style shall be capable of suing and being sued, implead, answer or defend, in law or equity, in all courts and places whatsoever; make and use a common seal, and to alter or renew the same at pleasure; and, by their said corporate name and style shall be capable, in law, of contracting and being contracted with; and shall be and are hereby invested with all the powers, privileges, immunities and franchises of acquiring, by purchase or otherwise, and of holding and conveying all real and personal estate which may be needful or convenient for carrying into effect fully the objects and purposes of this act; and may receive and make all deeds, transfers, covenants, conveyances, grants, contracts, agreements and bargains whatsoever, necessary for such purposes; and, generally, may do every other act or thing

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\* This Corporation was the successor of a voluntary organization called The Chicago South Branch Canal Company, the individuals composing which were the owners of and subdivided the property known as Greene’s South Branch Addition.

See Ordinance of Chicago South Branch Canal Company and Plat of Greene’s South Branch Addition, *infra*.

This Charter expired February 19th, 1889, and thereupon all leases and contracts of the Company terminated.

Before the expiration of the Charter the Company had sold all its real estate, and all its rights and franchises that did not expire with the expiration of its charter, became vested in the Chicago and Northern Pacific Railroad Company. See deeds from Chicago South Branch Dock Company to Bridgeport and South Chicago Railroad Company and from the latter Company to Chicago and Northern Pacific Railroad Company, *infra*.

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Chicago South Branch Dock Co.

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necessary to carry into effect the provisions of this act and promote the objects and designs of said company as by this act authorized.

SEC. 2. The said corporation is hereby authorized and empowered to improve, in such a manner as shall be conformable to the laws of this state, and not contrary to or inconsistent with any of the rights or privileges of the city of Chicago or of any citizen or citizens of this or of the United States, the following described lands and property, situated in the City of Chicago, in the county of Cook and State of Illinois, to wit: The north fractional part of section twenty-nine, in township thirty-nine north, of range fourteen, east of the third principal meridian, excepting the east sixteen and  $\frac{72}{100}$  acres, and any other lands and appurtenances which now or which shall hereafter belong to said company, by laying the same out into lots, streets, squares, lanes, alleys and other divisions, and by surveying, locating, constructing, altering, maintaining and operating seven or any less or greater number of canals, and to connect such canals with the South Branch of the Chicago river, in such a manner as not to injure the navigation of the said river; and to make and use on such lands all such railroads, wharves, workshops, warehouses, stores and such other buildings and improvements as may be found necessary, convenient or ornamental, with full powers of letting, renting, leasing, selling, granting or using any lot or other portion of any such lands, or the improvements made or to be made thereon, for any trade, business or manufacture authorized or permitted by the laws of this state; *Provided*, that the said company and its agents shall, in all cases whatsoever, be subject to and observe the ordinances of the City of Chicago, within the limits of said city.

SEC. 3. The capital stock of said company shall be six hundred and fifty thousand dollars, which may be increased, from time to time, to any sum not exceeding the entire amount of the value of such lands, including any and all improvements made and to be made upon the same, divided into shares of one hundred dollars each, which shall be deemed personal property, and may be issued and transferred in such manner as may be ordered and provided by



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Chicago South Branch Dock Co.

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the board of directors, who shall have power to require the payment of the sums subscribed by stockholders in such manner and on such terms as they may think proper; and, on refusal, neglect or default on the part of the stockholders or any of them to make payment as and when required by the board of directors, the said company may sue for and collect the same, or may, after thirty days' notice thereof, published in a daily newspaper in the city of Chicago, sell the shares of such delinquent or delinquents, at public auction, under such rules as the board of directors may adopt, the surplus money, if any, remaining after deducting the payments due with the interest and costs of sale, to be paid to such delinquent stockholder or stockholders or his or their legal representative. The persons named in the first section of this act, or a majority of them, are hereby authorized to dispose of the stock of said company, and to cause books to be opened for subscriptions to said capital stock, in such manner and at such times and places as they may deem expedient.

SEC. 4. The corporate powers of said company shall be vested in a board of directors, and such officers and agents as such board shall appoint. The board of directors shall consist of five persons, who shall be stockholders of said company, to be chosen, annually, by the stockholders; each share having one vote, which may be given in person or by proxy. Such directors to continue in office for one year, and until their successors are elected and qualified. Vacancies in the board may be filled, at any time, by two-thirds of the directors remaining. Such appointees to continue in office until the next regular annual election of directors. The officers of said board, and the officers, agents, servants and employees of said company, whether members of the board of directors or otherwise, may be appointed, employed, paid and dismissed, under such rules and regulations, and may be required to enter into such bonds as the board of directors may, from time to time, adopt and direct.

SEC. 5. The said company shall have power to make all such by-laws, rules and regulations as may be deemed expedient and necessary to fulfill the purposes and carry into effect the provisions



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of this act, and for the well ordering, regulating and securing the affairs, business and interests of the company: *Provided*, the same be not repugnant to the constitution and laws of the United States or of this state or to this act.

SEC. 6. The said Chicago South Branch Dock Company are authorized and empowered to borrow, from time to time, such sum or sums of money not exceeding at any one time fifty thousand dollars as in their discretion the directors thereof may deem necessary, to aid in the construction of said docks, railroads and other improvements and works; and to pay interest thereon, not exceeding ten per cent. per annum, payable semi-annually or otherwise, and pledge and mortgage the lands, docks, railroads, real estate, effects, rights, credits and franchises of said company, as security for any loan of money and interest thereon, and to dispose of the bonds issued for such loan, at such rates and on such terms as the board of directors may determine; and the directors of said company may confer on any bondholder of any bond issued for money borrowed as aforesaid, the right to convert the principal due or owing thereon into stock of said company, at any time, not exceeding ten years from the date of the bond, under such rules as the board of directors may adopt therefor: *Provided, however*, that no mortgage or other conveyance of the real estate of said company shall be valid, unless signed by the president and secretary thereof, and be under the seal of the company, and be duly acknowledged by said president and secretary, before a proper officer, according to law: *And provided, further*, that nothing in this act contained shall be so construed as to vest said company with banking powers, or to authorize them to make, emit or utter any bank note or other device, to be used as money.

SEC. 7. So soon as the sum of five hundred thousand dollars of the capital stock of said company shall have been subscribed, the said persons named in the first section of this act, or a majority of them, shall give ten days notice, by publishing in a newspaper printed in the city of Chicago, of an election by said stockholders of a board of directors, as hereinbefore provided. At the time

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and place appointed in said notice, for that purpose, the said persons named in the first section of this act, or a majority of them, shall attend and act as inspectors of said election, and the stockholders present shall proceed to elect five directors, by ballot; and the said inspectors present shall certify the result of said election, under their hands, which certificate shall be recorded in the book of records of said Chicago South Branch Dock Company, and shall be sufficient evidence of the election of the directors therein named; and the directors thus elected shall hold their offices for one year, and until their successors are elected and qualified; and shall elect one of their number as president of the board. All future elections shall be held at the time and in the manner prescribed by the by-laws and regulations of the said incorporation.

SEC. 8. The joint stock, property, funds and effects of said company shall be answerable for all the contracts made or authorized by or for the said company, and for all just claims against the same; but none of the stockholders shall be liable, in person or property, for any contracts or claims against the said corporation; and the service of legal process on the president or any of the directors shall be sufficient service on the corporation.

SEC. 9. This act shall be deemed and taken as a public act, and shall be construed beneficially for all purposes herein specified or intended, and all copies thereof, printed by or under the direction of the general assembly of this state, shall be received in all courts and places whatsoever, in this state, as sufficient evidence thereof, without further proof.

SEC. 10. This act to take effect and be in force from and after its passage.

Approved February 19, 1859.







Part II.

# ORDINANCES.





# ORDINANCES.

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## AN ORDINANCE

CONCERNING THE LASALLE AND CHICAGO RAILROAD COMPANY.

[Passed May 13th, 1872.]

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*Be it ordained by the Common Council of the City of Chicago:*

SEC. 1. That permission and authority be, and the same are hereby, given and granted unto the La Salle and Chicago Railroad Company to lay down, maintain and operate one or more railroad tracks along and upon the following named route and streets in the city of Chicago, to wit: commencing at the western city limits, adjacent to the right of way of the Chicago, Burlington and Quincy Railroad Company, thence, as near as practicable, to the said Chicago, Burlington and Quincy railroad tracks to Rebecca street, thence on the south half of Rebecca street to, or near, the east end of Rebecca street, thence to Meagher street; thence on the south side of Meagher street (and on the alleys between Johnson and Halsted streets, running on a line nearly due west of Meagher street) and across Meagher street into Stewart avenue; thence north on Stewart avenue, and Beach street to Harrison street; thence north across Harrison street on the east side of the tracks of the Pittsburgh, Fort Wayne and Chicago Railroad Company, on any property said La Salle and Chicago Railroad Company may acquire by purchase, condemnation or otherwise, to the south line of West Adams street: *Provided*, that the La Salle and Chicago Railroad Company shall not in entering the city occupy or cross the depot grounds of another company.

SEC. 2. The said railroad company may cross any and all streets and alleys and railroad tracks upon or along the line of its said route. Said company to be subject to the directions of the board

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LaSalle & Chicago R. R. Co.—Chicago.

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of public works of said city, in the construction of its said tracks and the keeping in repair of so much of said streets, alleys and crossings as may be occupied by said railroad company with its tracks, switches and turn-outs.

SEC. 3. The said railroad company may, and it is hereby authorized to, lay down, maintain and operate one or more railroad tracks, with such turn-outs, side-tracks, switches and turntables as it shall deem necessary, over or across any land which it may acquire upon the line of said route or said streets, or between the same on the line of said route, either by purchase, condemnation or otherwise, and the said railroad company may use and operate its railroad tracks, hereby authorized to be laid, with locomotive engines and cars, or with horse or other animal power, as it shall deem proper, subject to all ordinances of the city of Chicago applicable to railroads similarly situated.

SEC. 4. The said railroad company shall have the right, and is hereby authorized, to depress its tracks, to bridge the cross streets over said tracks, and to employ such other means as to such cross-streets as it may deem necessary to secure quick transit, under the direction and superintendence of the board of public works of the city of Chicago, and all bridges when erected, with the approaches thereto, shall belong to, and be the property of the city of Chicago. Convenient crossings shall be made and maintained by said company where said track or tracks cross any street or alley within said city, according to the directions of the board of public works of said city; but the permission and authority herein granted are upon the express condition that the said company shall erect viaducts over its said tracks on any street or streets of said city which may be crossed by its said tracks where and as the said board of public works or the common council may from time to time require; *Provided*, that said viaducts shall have approaches thereto on either side thereof; said approaches to have an elevation of not more than one foot to every forty feet in length, and that said approaches to said viaduct or viaducts shall likewise be erected, built and maintained at the expense of said railroad company; *Provided, how-*



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*ever*, that said company shall not be required to erect more than two of such viaducts in any one year; and that where such viaducts cannot be built at any such crossing without the same be built over the track or tracks of some other railway company or companies, then said company shall only be obliged to join with such other last mentioned railroad company or companies, and to pay its fair proportion of the costs of such viaduct or viaducts, and that such viaducts shall be erected under the superintendence of and in such manner as said board of public works may require; but it is hereby provided that the first two viaducts to be erected in pursuance of this ordinance shall be, one over the Canal street crossing and one over the Halsted street crossing, and that if a viaduct shall be built over the said Canal street crossing before said La Salle and Chicago Railroad shall lay down a track across said Canal street, the said La Salle and Chicago Railroad Company shall pay its fair proportion (with other railroad companies) of the costs of said last mentioned viaduct.

SEC. 5. The said railroad company shall be subject to all general laws and ordinances of the common council of the said city, in relation to railroads.

SEC. 6. The permission and authority hereby granted are upon the further express condition that the said LaSalle and Chicago Railroad Company shall and will forever indemnify and save harmless the city of Chicago against and from any and all damages, judgments, decrees and costs and expenses of same which it may suffer or which may be recovered or obtained against said city for or by reason of the granting of such privileges and authority, or for or by reason of, or growing out of, or resulting from the passage of this ordinance or any matter or thing connected therewith, or with the exercise by the said company of the privileges hereby granted.

SEC. 7. The permission and authority herein granted are upon the further express condition that said railroad company shall and will, within three years from the time that said company shall lay down and construct said track or tracks upon said streets, commence



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LaSalle & Chicago R. R. Co.—Chicago.

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and prosecute in good faith, in some court of competent jurisdiction, proceedings for the ascertainment of and the making of compensation for all legal damages that may be suffered by any person or persons in their property or possessions by reason of such laying down and construction of such track or tracks, or any part thereof; and that having so commenced such proceedings said railroad company shall prosecute the same in good faith, without unreasonable delay, to completion: *Provided*, that this section shall not apply to any property or possessions the owner of or party interested in which shall not have claimed such compensation within said three years.

SEC. 8. The permission and authority herein granted are upon the further express condition, to wit: That said LaSalle and Chicago Railroad Company shall permit any corporation, person or persons, duly authorized by ordinance of said city, to construct side tracks to intersect any track or tracks of said railroad company, within the limits of said city, for the purpose of conveying property to and from said railroad to any warehouse, lumber yard, coal yard or manufactory situated within one thousand (1,000) feet of such railroad, and upon reasonable compensation being made therefor shall at all times permit the owner or lessees of any such side track, or the consignees of any property, to take the cars containing such property to him or them consigned to any such warehouse, lumber yard, coal yard or manufactory situated upon any such side track; and that any such owner, lessee or person conducting or carrying on any such warehouse, lumber yard, coal yard or manufactory shall be entitled to have any property taken from any such warehouse, lumber yard, coal yard or manufactory over any such side track to and upon the track of said railroad, under the direction and regulations of said LaSalle and Chicago Railroad Company, without unreasonable delay: *Provided, however*, that any cars so taken shall be returned without any unnecessary delay.

SEC. 9. The privileges authorized herein are granted upon the express condition that the La Salle and Chicago Railroad Company shall permit any other railroad companies, not exceeding two

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LaSalle & Chicago R. R. Co.—Chicago.

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in number, which have not at present any right of entrance into the city of Chicago under any ordinance or grant of said city, to use the said tracks hereby authorized to be laid on the streets herein named jointly with the said La Salle and Chicago Railroad Company (and to lay down tracks upon and across any lands owned, leased or occupied by the said La Salle and Chicago Railroad Company, when necessary to the exercise of the privileges hereby granted), upon such fair and equitable terms as may be agreed upon by said companies; and in the event that said companies cannot agree upon such terms, the same shall be settled by three disinterested persons, one to be selected by said La Salle and Chicago Railroad Company, one to be named by such other company as may desire to use said tracks, and the third by the said two persons, and the terms and conditions which shall be fixed and determined by said persons, or a majority of such persons, shall be the terms and conditions upon which said companies respectively shall use and occupy said tracks and lay down tracks upon and across said lands; and such other railroad companies which may be allowed the use of said tracks shall have the same privileges to run cars upon and across said streets and alleys as are herein granted to said La Salle and Chicago Railroad Company, and shall be subject to all the conditions, restrictions and terms contained in this ordinance.

SEC. 10. The rights and privileges hereby granted are upon the further express condition that the La Salle and Chicago Railroad Company shall purchase (and pay for the same), from all resident owners who may desire to sell the same, the property upon which they respectively now reside, fronting upon any street, before it lays its tracks upon the part of said street in front of the said property, and in case the property owners above referred to and said railroad company cannot agree upon the value of said premises as above stated, then said property owners shall select one person, said railroad company one person, and said two men so selected shall select a third person, and said three persons so selected shall be and are hereby constituted a committee of arbitra-

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LaSalle & Chicago R. R. Co.—Chicago.

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tion, and who shall appraise the value of said premises within thirty (30) days after said appointment, and the appraisement and decision of said three persons, or of a majority of such three persons, shall be final and binding upon said railroad company and upon said property owners. The term “fronting” shall be held to include both fronts of corner lots: *Provided, further*, that this ordinance shall be null and void unless the tracks herein provided for shall be constructed within two years from the date of the passage thereof.



## AN ORDINANCE

TO AMEND AN ORDINANCE ENTITLED “AN ORDINANCE CONCERNING  
THE LASALLE AND CHICAGO RAILROAD COMPANY,”

PASSED MAY 13, A. D. 1872.

[Passed May 11th, 1885.]

WHEREAS, the name of the LaSalle and Chicago Railroad Company has been, under and by virtue of the statute in such case made and provided, changed to the “Chicago and Great Western Railroad Company,” which is now the name of said corporation.

Therefore, be it ordained by the City Council of the city of Chicago,

SECTION 1. That an ordinance entitled “An ordinance concerning the LaSalle and Chicago Railroad Company,” passed May 13, A. D. 1872, be, and is hereby amended by the insertion of the words, “now the Chicago and Great Western Railroad Company” immediately after the words, the “LaSalle and Chicago Railroad Company,” whenever said last mentioned words occur in said original ordinance; also by substituting the words, “department of public works,” in place of the words “board of public works,” whenever said last mentioned words occur in said original ordinance; also by the insertion of the words “or shall make any and all necessary extensions of viaducts already constructed,” immediately after the words, “shall erect viaducts over its said tracks,” in section 4 of said original ordinance; also by the insertion of the words, “such viaducts shall be so erected or so extended,” in place of the words, “such viaducts shall be erected,” in section 4 of said original ordinance; also by adding to section 6 of said original ordinance the following: “or from the erection or extension of viaducts over the tracks of said company, or the approaches thereto, or from any act or acts of the said company, under or by virtue of the provisions hereof; also by the insertion of the words, “the property upon which they respectively reside,” in place of the words, “the property upon which they respectively now reside,” in section 10 of said original ordinance.

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Chicago & Great Western R. R. Co.—Chicago.

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SECTION 2. That in addition to the permission and authority given and granted to said company, in and by said original ordinance, and still held by said company, to lay down tracks within said city, further permission and authority be and is hereby given and granted to said railroad company, to lay down, maintain and operate one or more railroad tracks with the necessary and convenient side tracks, switches and appurtenances over, upon and along such property as it now holds, or has acquired the right to lay tracks upon, or which it may hereafter acquire by purchase, condemnation or otherwise, over, along and upon the following route: Commencing at the west line of said city of Chicago, at some convenient point to be selected by said railroad company, between West Twelfth street and the line of West Polk street, extended west to the city limits; thence to or near the tracks of the Pittsburgh, Cincinnati and St. Louis, and the Chicago and Northwestern Railroads; thence southerly and easterly and within six hundred (600) feet of the said last mentioned tracks to Wood street; thence easterly and between the tracks of the Chicago, Burlington and Quincy Railroad Company and the line of the alleys running east and west through the tier of blocks bounded on the north by West Fifteenth street to Morgan street; thence easterly and between the tracks of said Chicago, Burlington and Quincy Railroad, and the center line of the blocks bounded north by Wright street, to or near Stewart avenue; thence by such curves as may be necessary, and northerly and easterly, and between Canal street and Fifth avenue to Van Buren street on the west side or Harrison street on the east side of the Chicago river; with a branch from said main line, at some convenient point between Rockwell and Leavitt streets, southerly to the city limits of the city of Chicago; *Provided, however,* that not more than two of said main tracks with switches and side-tracks shall be laid longitudinally in any street or streets upon said original route, and that said tracks shall all be laid as near as practicable to the north end of the viaducts over Canal and Halsted streets and Blue Island and Centre avenues.

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Chicago & Great Western R. R. Co.—Chicago.

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SECTION 3. The said railroad company may cross any and all railroad tracks, streets, alleys and highways upon or along the line of said route, but the permission and authority hereby granted, shall be subject to all limitations and conditions of the ordinance to which this is an amendment, except as the same may be expressly repealed by this amended ordinance.

SECTION 4. The proviso contained in section 10 of said original ordinance is hereby repealed, and in lieu thereof, it is hereby ordained that the said original ordinance and this amended ordinance shall be null and void, unless the tracks of said company shall be constructed from the terminal station at or near Harrison street to the southern or western limits of said city within three (3) years from the passage of this amended ordinance; said three years to be exclusive of any and all delays arising from, or occasioned by legal proceedings against said company or by the acts of said city of Chicago, its officers, agents and servants.

## ACCEPTANCE OF FOREGOING ORDINANCE.

*Extract from records of the Chicago and Great Western Railroad Co.*

Pursuant of due notice, the Board of Directors of the Chicago and Great Western Railroad Company, met at the office of said company in the City of Chicago at twelve o'clock noon of Wednesday the first day of July, A. D. eighteen hundred and eighty-five, a quorum for the transaction of business being present, the following resolution was unanimously passed:

VOTED, That the Chicago and Great Western Railroad Company do, and it hereby does formally accept of and assent to the provisions of a certain ordinance of the City Council of the City of Chicago entitled "An ordinance to amend an ordinance entitled 'An ordinance concerning the La Salle and Chicago Railroad Company' passed May 13th, A. D. 1872," which said ordinance was duly passed on the eleventh day of May, A. D. 1885, and was thereafter duly approved by the Honorable Carter H. Harrison, Mayor of



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Chicago & Great Western R. R. Co.—Chicago.

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said city of Chicago, and the Assistant Secretary of this Corporation is hereby authorized and requested to file with the City Clerk of said City of Chicago a duly certified copy of this resolution, attested by his hand and the seal of this corporation.

A true record.

Attest:

HOWARD MORRIS,  
*Assistant Secretary, Chicago and Great Western Railroad Company.*

STATE OF ILLINOIS, }  
COUNTY OF COOK. } ss.

I, Howard Morris, Assistant Secretary of the Chicago and Great Western Railroad Company, do hereby certify that the above and foregoing transcript from the records of said corporation, has been by me carefully compared with the original record now in my custody and under my control as such officer of said Railroad Company, and that the same is a true and correct copy thereof.

In Witness whereof, I have hereunto set my hand and affixed the corporate seal of said Chicago and Great Western Railroad Company this first day of July, A. D. Eighteen hundred and eighty-five.

[SEAL.] HOWARD MORRIS,  
*Assistant Secretary Chicago and Great Western Railroad Company.*

Filed in the office of the City Clerk of the City of Chicago, July 6th, 1885.

## AN ORDINANCE

DIRECTING THE CONSTRUCTION OF A VIADUCT OVER THE TRACKS OF  
THE CHICAGO AND GREAT WESTERN RAILROAD COMPANY AND  
FIFTH AVENUE—ON POLK STREET—AND THE CHANGE  
OF THE HEIGHT OF POLK STREET BRIDGE,  
AND THE GRADE OF THE STREET MADE  
NECESSARY THEREBY.  
[Passed March 21, 1887.]

*Be it ordained by the City Council of the City of Chicago:*

SEC. 1. That, whereas, by ordinance passed May 13, 1872, entitled “An ordinance concerning the LaSalle and Chicago Railroad Company,” and an ordinance amendatory thereof, passed May 11, 1885, it is provided that the La Salle and Chicago Railroad Company (now the Chicago and Great Western Railroad Company) shall erect such viaducts over its tracks on any street which may be crossed by its said tracks, when and as the department of public works or the city council may require, with a provision that said company shall not be required to erect more than two of such viaducts in any one year; and

WHEREAS, Said company is constructing its road across Polk street, west of Fifth avenue, and adjacent thereto; and,

WHEREAS, Said company has made certain changes in the viaduct over Halsted street and Blue Island avenue, which changes are not equivalent to the construction of new viaducts;

THEREFORE, said Chicago and Great Western Railroad Company is, hereby, directed and required to commence, within fifteen (15) days from the passage hereof the construction of a viaduct over its proposed tracks which cross Polk street, between Fifth avenue and the Chicago river, and over Fifth avenue, making all necessary changes in elevation and grades of Polk street and Polk street bridge, all in conformity to plans and specifications therefor, now on file in the office of the city engineer.

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Chicago & Great Western R. R. Co.—Polk St.

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ACCEPTANCE OF THE FOREGOING ORDINANCE.

*To the City of Chicago :*

The Chicago and Great Western Railroad Company hereby accepts of the provisions of an ordinance adopted by the City Council of the City of Chicago on the twenty-first day of March, A. D. 1887, entitled “ An ordinance directing the construction of a viaduct over the tracks of the Chicago and Great Western Railroad Company and Fifth avenue, on Polk street, and the change of the height of Polk street bridge and the grade of the street made necessary thereby.”

THE CHICAGO AND GREAT WESTERN RAILROAD COMPANY.

By D. S. WEGG,

*General Solicitor.*

Filed in the Office of the City Clerk of the City of Chicago,  
March 22d, 1887.



## AN ORDINANCE

PROVIDING FOR CHANGES IN THE APPROACH TO THE POLK STREET  
VIADUCT.

[Passed June 11, 1888.]

*Be it ordained by the City Council of the City of Chicago :*

SECT. 1. WHEREAS, The Chicago and Great Western Railroad Company was granted certain rights and privileges by virtue of an ordinance of the City of Chicago, passed on the eleventh day of May, A. D. 1885; and

WHEREAS, Under the said ordinance the said Chicago and Great Western Railroad Company assumed certain obligations, therein enumerated, concerning viaducts over its tracks at street crossings; therefore,

*Be it ordained by the City Council of the City of Chicago :*

That the Chicago and Great Western Railroad Company are hereby authorized to erect and complete, within five months from the passage of and acceptance of this ordinance, a good and sufficient viaduct, on Polk street, over the tracks of the said Chicago and Great Western Railroad Company, with an approach from Polk street upon their own property, as specified in the plans and specifications.

SEC. 2. That the said viaduct shall be constructed and erected under the supervision and control of the Commissioner of Public Works, in accordance with plans and specifications drawn by the City Engineer of the City of Chicago, and approved by and filed with the Commissioner of Public Works, the eleventh day of June, A. D. 1888.

SEC. 3. That the Commissioner of Public Works is, hereby, authorized and empowered to make all changes in the height of the Polk street bridge necessary to conform to the plan and specifications for the construction and completion of said viaduct at Polk street.

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Chicago & Great Western R. R. Co.—Polk St.

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SEC. 4. That the grade, at the points herein designated, be and the same is hereby established as follows:

Grade at Polk street, west line of Fifth avenue 29.3.

At 120 feet west of the west line of Fifth avenue, 29.3.

At 288 feet west of west line of Fifth avenue, 24.5.

At east end of Polk street bridge, 23.5.

At twenty feet west of west end of bridge, 23.5.

At east line of Ellsworth street, 19.5.

SEC. 5. The Chicago and Great Western Railroad Company shall pay the entire cost of the construction and completion of said viaduct over its tracks on Polk street and shall, also, pay the entire cost of the approach from Polk street, on its own property, and shall, also, pay the entire cost that may accrue by reason of changing the height of Polk street bridge, and shall, also, pay the entire cost of changing the grade of Polk street and Fifth avenue; and, the said Chicago and Great Western Railroad Company shall, forever, indemnify and save harmless the City of Chicago against and from any and all damages, including land damages, judgments, decrees, costs and expenses of the same which it may suffer or which may be recovered or obtained against said city for or by reason of, or growing out of or resulting from, the passage of this ordinance or with the exercise, by said company, of the privileges hereby granted, or from the construction of said viaduct and the approach for said Polk street, aforesaid, or from said changes in the height of Polk street bridge, or from the changes in the grade of Polk street and Fifth avenue.

SEC. 6. The permission and authority are, hereby, given upon the express understanding and agreement that the said Chicago and Great Western Railroad Company shall, in their written acceptance of this ordinance, agree to pay the sum of sixty thousand dollars towards the cost of constructing an approach from the present terminus of Fifth avenue, at the south side of Taylor street, to Twelfth street. All payments, under the provisions of this ordinance, to be made by the Chicago and Great Western Railroad Company shall be made upon certificates drawn and

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Chicago & Great Western R. R. Co.—Polk St.

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approved by the Commissioner of Public Works, as the work progresses.

SEC. 7. The city of Chicago, by the passage of this ordinance, waives no rights and privileges that it may have, by virtue of any ordinances heretofore passed in relation to viaducts and approaches thereto, at streets intersecting the tracks of the Chicago and Great Western Railroad Company, but, it is expressly agreed that, upon the performance of the conditions of this ordinance, the said Chicago and Great Western Railroad Company shall be released from any further obligations concerning viaducts on and approaches to Polk street, save and except their proper charges for the maintenance of said viaduct and approach herein authorized.

SEC. 8. This ordinance shall take effect and be in force from and after its acceptance, in writing, by said company; *Provided, however,* that, unless said acceptance shall be filed with the city Clerk within thirty days of the passage hereof this ordinance shall be null and void.

ACCEPTANCE OF THE FOREGOING ORDINANCE.

*Extract from Records of Chicago and Great Western Railroad Company.*

A special meeting of the Directors of the Chicago and Great Western Railroad Company was held, after due notice to all the Board, in the office of the Company at Room Four hundred and fifteen (415), number one hundred and sixty-four (164) Dearborn street, in the City of Chicago and State of Illinois, on the fourteenth (14th) day of June, A. D. eighteen hundred and eighty-eight (1888)—a quorum of the Board, to wit: five out of eight members thereof, was present for the transaction of business, the resolutions hereinafter set forth were unanimously passed by said Board of Directors, and were then submitted to, and unanimously ratified by the Stockholders of said Chicago and Great Western Railroad Company, duly convened, all the stock being represented in person or by proxy, duly filed with the secretary prior to said meeting:



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Chicago & Great Western R. R. Co.—Polk St.

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Said resolutions are as follows:

“ WHEREAS, the Common Council of the City of Chicago, on the eleventh day of June, A. D. 1888, passed, and the Honorable the Mayor of said City of Chicago, on the fourteenth day of June, A. D. 1888, approved, a certain ordinance relating to the construction of a viaduct over Polk street within said City of Chicago, and to other matters a certified copy of which said ordinance is hereunto submitted, and ordered to be entered on the record of this meeting; Now, Therefore,

VOTED, That this corporation do, and it hereby does, accept the said ordinance and each and every part and provisions thereof, and obligate itself to be bound by and in all respects conform with the provisions of the same, and that this corporation do, and it hereby does agree to pay the sum of Sixty Thousand (\$60,000) Dollars towards the cost of constructing an approach from the present terminus of Fifth Avenue at the south side of Taylor street to Twelfth street, upon certificate drawn and approved by the Commissioner of Public Works of the City of Chicago as the work progresses.”

VOTED, That the General Solicitor of this corporation be and he is hereby directed to forthwith file a duly certified copy of the foregoing resolutions, under the seal of this corporation, with the City Clerk of the City of Chicago as the formal acceptance by this corporation of said ordinance above mentioned, and each and every part and provision thereof.

A true record.

Attest:

HOWARD MORRIS,  
*Assistant Secretary.*

STATE OF ILLINOIS, }  
COUNTY OF COOK. } ss.

I, Howard Morris, Assistant Secretary of the Chicago and Great Western Railroad Company, do hereby certify that the foregoing is a true and correct extract from the records of the Chicago and Great Western Railroad Company, and that the said resolutions

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Chicago & Great Western R. R. Co.—Polk St.

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were adopted at a special meeting of said corporation pursuant of law.

Witness my hand and the corporate seal of said Chicago and Great Western Railroad Company this fourteenth (14th) day of June, A. D. Eighteen hundred and eighty-eight.

HOWARD MORRIS,

[SEAL.]

*Assistant Secretary,*

*Chicago and Great Western R. R. Co.*

Filed in the office of the City Clerk of the City of Chicago June 14th, 1888.

## AN ORDINANCE

GRANTING RIGHT OF WAY TO THE CHICAGO AND GREAT WESTERN  
RAILROAD COMPANY.[Passed September 5th, 1885.]

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*Be it ordained by the Board of Trustees of the Town of Cicero:*

SECTION 1. That permission and authority be and the same are hereby granted to the Chicago and Great Western Railroad Company, its grantees, lessees, successors and assigns, to lay down, maintain and forever use and operate with steam power one or more railroad tracks with the necessary side tracks, switches and appurtenances over, upon and along such property as it now holds or which it may hereafter acquire by purchase, condemnation or otherwise on the following routes, that is to say: Commencing at the east boundary line of said Town of Cicero at some convenient point to be selected by said Railroad Company between the north line of West Twelfth street and the south line of West Polk street, extended west to the City Limits of Chicago, thence west and westerly through Section Fifteen, Town Thirty-nine North, Range Thirteen east of the Third P. M., between the North line of West Twelfth and the South line of West Polk Streets, extended west through said Section Fifteen, thence through that part of Section Sixteen in said Town and Range lying south of the abandoned Right of Way of the St. Charles Air Line Railroad, thence through the south half of Section Seventeen in said Town and Range and the south three-quarters of Section Eighteen in said Town and Range to the west line of said Town of Cicero.

Also another line upon the following route, that is to say: Commencing at some convenient point to be selected by said Railroad Company on the line of the Illinois and Michigan Canal on the east half of Section Thirty-six, in Town Thirty-nine North, Range Thirteen, in said Town of Cicero, and running thence southerly over and across that part of said east half of said Section Thirty-six lying south of said Illinois and Michigan Canal. And also, at



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Chicago & Great Western R. R. Co.—Cicero.

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any and all times hereafter, to lay down upon adjoining lands which it may acquire, and maintain and forever use such switches, sidings, turnouts, yards and track connections with any railroad now or hereafter constructed.

And for said purposes the right is hereby granted to cross with said tracks all of the streets, highways, alleys and railroad tracks upon or along the line of said routes, switches, sidings, turnouts, yards and track connections.

SECTION 2. Permission is also hereby granted to the said Chicago and Great Western Railroad Company, its grantees, lessees, successors and assigns, to erect and forever maintain and use a telegraph line consisting of one or more lines of wire, with necessary poles along said lines of said Railroad Company, on the different routes hereinbefore designated. One (1) wire shall be furnished and attached to the telegraph poles of the Company for the exclusive use of the Town Officials of the Town of Cicero, when so ordered by the Town, as a telephone wire, the original and actual cost of the wire, as also the cost of maintenance of same, to be paid by the Town, as and when the material is furnished and the expenses are incurred by the Railroad Company.

SECTION 3. Said Railroad Company, its grantees, lessees, and successors, shall keep and perform all laws and ordinances obligatory and binding upon it to be kept and performed pertaining to the management, regulation and control of Railroad and Telegraph Companies, and also in respect to ditches, drains and sewers, and the suitable and proper maintenance of street and railway crossings and the proper police and health regulations of said Town.

SECTION 4. A ditch on the north side of said track or tracks shall be constructed and maintained by said Company so as to constitute perfect drainage into the ditches and sewers running north and south under said Right of Way, and good, well built stone culverts, at least six feet in width shall be constructed by said Railroad Company free of expense to the Town where the Right of Way crosses the west ditch on 40th Street, also culverts of like character into the west ditches at 48th Street, Robinson Avenue,

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Chicago & Great Western R. R. Co.—Cicero.

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Central Avenue, Ridgeland, Oak Park, Austin Avenues and east side of Harlem Avenue, and good, substantial rests shall also be laid across the sewers on Ridgeland and Oak Park Avenues so as to protect said sewers from damage by the running of trains, and wherever said Town shall decide to cross said Right of Way either by the extension of avenues, streets or alleys now existing, or by the opening of new ones, and culverts shall be necessary for suitable drainage, it shall be the duty of said Company to construct such culverts at its own expense promptly upon being notified to do so.

SECTION 5. Be it further ordained that when the Town of Cicero shall deem it necessary to open new or extend old streets, avenues or alleys in said Town, across the Right of Way of said Railroad Company, except in Section Sixteen, and that part of Section Fifteen lying west of the Belt line, it, said Town, shall have the right to do so free of charge or expense, and for that purpose shall have the right to enter upon the Right of Way of said Railroad and construct crossings thereon, which crossings, when so constructed, together with all crossings of streets, avenues or alleys made by said Company in constructing its road, shall be kept in good order and repair free of expense to the Town. Nothing in this ordinance contained shall be construed to permit said road to occupy any avenue, street or alley lengthwise that is shown upon any plat of any part of the Town.

SECTION 6. Further, all the foregoing rights, privileges and franchises are hereby expressly granted upon condition that said road is fully completed east and west through said town within three years from the date of this ordinance, and in case the same shall not be done, said Town shall have full right and power to enter upon the Right of Way of said Company within said Town where the same crosses or occupies any avenue, street, alley or other public place, and remove all rails, ties, road bed or anything appertaining or belonging thereto, and restore said avenues, streets, alleys or places to their first and former condition, and the right of said Company to all the rights and privileges herein

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Chicago & Great Western R. R. Co.—Cicero.

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granted shall at once cease and determine, and this ordinance become null and void.

SECTION 7. This ordinance shall be in full force and effect from and after its passage.

ACCEPTANCE OF THE FOREGOING ORDINANCE.

CINCAGO, September 5th, 1885.

*To the Board of Trustees of the Town of Cicero:*

The Chicago and Great Western Railroad Company hereby accepts the ordinance passed by your honorable body this day, granting certain rights and privileges to the Company.

CHICAGO AND GREAT WESTERN R. R. Co.

By D. F. CAMERON,

*Its Atty.*

Filed in the office of the Town Clerk of the Town of Cicero,  
September 5th, 1885.



## RESOLUTION

OF THE BOARD OF TRUSTEES OF THE TOWN OF CICERO VACATING  
PART OF THE BARRY POINT ROAD.

[Passed July 16th, 1887.] \*

WHEREAS, It is desirable to construct a highway from the intersection of the Barry Point Road with Forty-sixth street to Harlem Avenue in as direct a manner as practicable, and

WHEREAS, that portion of the Barry Point Road lying between Forty-Eighth Street and Twelfth Street has long since been abandoned as a highway, and the part lying between Belt Line Avenue and Hyman Avenue, has become dangerous and will continue to grow more so each year, owing to the fact that it crosses the main tracks and switches of the Chicago and Great Western Railroad Company at an acute angle, and

WHEREAS, The Chicago and Gt. Western Railroad Company appreciating the dangerous nature of the aforesaid crossing, and wishing to avoid the same has agreed to dedicate to the Town for the purpose of a highway a strip of land sixty-six (66) feet wide lying north of its tracks and running east and west, and put the same in good condition for travel as per agreement on condition that the aforesaid dangerous part of the Barry Point Road be vacated, and

WHEREAS, The School Trustees of section sixteen (16) have agreed to dedicate a strip of land of the aforesaid width through such section for the same purpose connecting with the strip given by the Railroad, and

WHEREAS, It is the intention of the Town of Cicero to acquire a like strip of land from termination of the strip through section sixteen to the Proviso line through proper legal proceedings or otherwise, the same to be used as a highway, now therefore ;

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\* This resolution vacating part of a Street required a three-fourths vote of all the members of the Board. It passed by a unanimous vote of all the members elected.

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C. & G. W. R. R. Co.—Vacating Barry Point Road, Cicero.

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*Be it resolved by the Board of Trustees of the Town of Cicero in meeting assembled :*

That that part or portion of the Barry Point Road lying between Belt Line Avenue and Hyman Avenue be and the same is hereby vacated.

## AN ORDINANCE

TO AUTHORIZE THE CHICAGO AND GREAT WESTERN RAILROAD COMPANY TO CONSTRUCT, MAINTAIN AND OPERATE ITS RAILWAY AT GRADE OVER AND ACROSS THE BOULEVARD UNDER THE CONTROL OR JURISDICTION OF THE WEST CHICAGO PARK COMMISSIONERS, RUNNING FROM GARFIELD PARK TO DOUGLAS PARK.  
[Passed February 13th, 1886.]

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*Be it ordained by the West Chicago Park Commissioners:*

SECTION 1. The Chicago and Great Western Railroad Company, its successors and assigns, is hereby authorized and empowered to construct, maintain and operate a double track railway not to exceed thirty-three feet in width over and across the boulevard connecting Garfield Park and Douglas Park in the City of Chicago and now know as Douglas Boulevard, at the present grade of said Boulevard, at a point to be selected by said Railroad Company, its successors or assigns, between the lines of Fillmore Street and West Taylor Street, produced Westerly.

SECTION 2. Whenever said Railroad Company shall desire to lay its tracks across said Douglas Boulevard, it shall notify the Secretary of said Board of Park Commissioners of its intention so to do, and shall open the driveway for that purpose under the superintendence of the Park Board, and shall, after the laying of its tracks across said Boulevard restore said driveway, as near as practicable, to the condition in which the same was before said opening and with as little delay as practicable, and forever maintain the same in good condition for boulevard purposes.

SECTION 3. This ordinance is granted by said Board and accepted by said railroad Company on the express condition that said railroad Company, its successors and assigns, shall, at its own sole expense, erect, maintain, manage and operate, in such manner as the Board may require, suitable guards or gates at said crossing to



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Chicago & Great Western R. R. Co.—West Park.

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be erected under the superintendence of the Park Board, whenever and as soon and for such period as the Park Board may direct.

SECTION 4. This ordinance is granted by said Board and accepted by said Railroad Company on the express condition that the said Railroad Company shall build all ditches or culverts necessary to the proper drainage of the whole of said Boulevard at the place where the said railroad crosses the same, and to keep them in good and safe condition and repair under the direction of the said West Chicago Park Commissioners.

SECTION 5. This ordinance is granted by said Board and accepted by said Railroad Company on the express condition that the said Board of West Chicago Park Commissioners reserves all of its police and other rights in regard to the control and management of the right of way hereby granted by the said Board across the said Boulevard.

SECTION 6. This ordinance is granted by the said Board and accepted by the said Railroad Company on the express condition that the said Railroad Company will not at any time build any switches or side-tracks within Two Hundred feet of the East and West line of said Boulevard.

SECTION 7. This ordinance is granted by said Board and accepted by said Railroad Company on the express condition that the said Railroad Company shall, at any time after the expiration of ten years from the passage of this ordinance, whenever said Board or the Legislature of the State of Illinois shall have prescribed a uniform system of viaducts over railroads crossing boulevards, and whenever thereafter, in the opinion of said Board the construction of a viaduct by said Railroad Company shall be required by public necessity, construct and maintain at its sole expense a viaduct and its necessary approaches over its said tracks according to plans and specifications to be approved by said Board and under the superintendence of said Board.

SECTION 8. All ordinances or parts of ordinances in conflict with the provisions of this ordinance or any of them are hereby re-

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Chicago & Great Western R. R. Co.—West Park.

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pealed, and this ordinance shall take effect and be in force from and after its passage.

ACCEPTANCE OF THE FOREGOING ORDINANCE.

The foregoing ordinance, together with the terms and conditions therein imposed, is hereby accepted by the Chicago and Great Western Railroad Company, by its Vice President, Edwin H. Abbot, specially authorized to accept the same, who has written his name upon each sheet of said ordinance.

CHICAGO AND GREAT WESTERN RAILROAD CO.

By EDWIN H. ABBOT,

*Vice President.*

Filed in the office of the Secretary of the West Chicago Park Commissioners, February 13, 1886.

## AN ORDINANCE

RELATING TO TAYLOR STREET VIADUCT AND OTHER MATTERS.

[Passed June 15th, 1891.]\*

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*Be it ordained by the City Council of the City of Chicago :*

SECTION ONE. That a viaduct shall be erected on Taylor Street over the tracks of the Chicago and Northern Pacific Railroad Company between the east bank of the Chicago River and the west line of Fifth Avenue, with a connection with the present approach to Polk Street viaduct, in accordance with plan filed in the office of the Commissioner of Public Works, June 15th, 1891; and with detailed plans and specifications to be approved by the Commissioner of Public Works, said viaduct and connection to be of wood and iron and to be replaced within five years from the date of the passage of this ordinance by a structure of stone and iron in accordance with plans and specifications to be approved by the Commissioner of Public Works; *provided, however*, that said Chicago and Northern Pacific Railroad Company will give an easement in perpetuity over its lands for the purpose of constructing and maintaining said viaduct and connection, and will pay the cost of constructing said viaduct and connection, and said new or replaced viaduct and connection upon warrants drawn by the Commissioner of Public Works as the work progresses.

SECTION TWO. That a viaduct shall be erected from the west abutment of the proposed Fourteenth Street bridge to the center line of Dodge Street, in accordance with plans and specifications filed in the office of the Commissioner of Public Works June 15th, 1891; *Provided, however*, that the Chicago and Northern Pacific Railroad Company will give an easement in perpetuity over its land for the construction and maintenance of said viaduct and will pay the cost of constructing said viaduct upon warrants drawn by the

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\* As this ordinance provided for the vacation of streets and alleys, it required the assent of three-fourths of all the aldermen elected. It passed by the following vote : yeas 62, nays 1.



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Chicago & Northern Pacific R. R. Co.—Taylor St.

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Commissioner of Public Works as the work progresses, said viaduct including the pier thereunder at the west side of the Chicago River.

SECTION THREE. That the amount to be paid by the Chicago and Northern Pacific Railroad Company toward the cost of constructing the Ogden Avenue viaduct is hereby adjusted at the sum of forty-sixty thousand dollars (\$46,000.00), to be paid by said railroad company upon warrants drawn by the Commissioner of Public Works as the work progresses; and said Chicago and Northern Pacific Railroad Company is hereby directed and will by accepting this ordinance agree to save and keep harmless the City of Chicago from all damages resulting from the construction of the east approach of said Ogden Avenue viaduct; and the Campbell Avenue approach to said viaduct is hereby abandoned, and the Commissioner of Public Works is hereby directed to discontinue the work on said Campbell Avenue approach.

SECTION FOUR. That the Streets and alleys in that part of the Canal Addition to the City of Chicago lying east of the west line of Dodge Street, north of the south line of Fourteenth Street, south of the south line of Twelfth Street, and west of the Chicago River, be, and the same hereby are, vacated.

SECTION FIVE. That the obligations imposed upon and the privileges granted to said Chicago and Northern Pacific Railroad Company, as the successor of the Chicago and Great Western Railroad Company (formerly known as the LaSalle and Chicago Railroad Company) by an ordinance entitled “An ordinance concerning the LaSalle and Chicago Railroad Company,” passed May 13th, 1872, and the ordinance amendatory thereof, passed May 11th, 1885, are hereby declared to be in full force and effect to the southern limits of the City of Chicago, as they now exist, but upon the same provisions and conditions as are contained in the said ordinance as amended as aforesaid as if they were inserted herein.

SECTION SIX. That upon the acceptance of this ordinance and the performance of the obligations herein, and by such acceptance imposed upon it, the said Chicago and Northern Pacific Railroad Company shall be relieved from all further obligations in reference to

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Chicago & Northern Pacific R. R. Co.—Taylor St.

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viaducts and approaches thereto at Taylor Street, Ogden Avenue and Fourteenth Street.

SECTION SEVEN. That this ordinance shall take effect and be in force from and after its passage and acceptance by said Chicago and Northern Pacific Railroad Company; *Provided, however,* that the acceptance of this ordinance by said Railroad Company shall be considered, and is hereby declared to be a contract on the part of said Chicago and Northern Pacific Railroad Company to perform the obligations herein imposed upon it, and the performance of said obligations by said Chicago and Northern Pacific Railroad Company is hereby declared to be the consideration for the rights, privileges and property herein conferred upon said railroad company.

ENDORSEMENT ON FOREGOING ORDINANCE.

*Approved as an adjustment of Taylor Street Viaduct controversy and other matters therein referred to.*

J. FRANK ALDRICH,

*Comr. Pub. Wks.*

JOHN S. MILLER,

*Corporation Counsel.*

ACCEPTANCE OF THE FOREGOING ORDINANCE.

June 17th, 1871.

*James R. B. Van Cleave, Esq., City Clerk of the City of Chicago:*

DEAR SIR: The Chicago and Northern Pacific Railroad Company hereby accepts the ordinance passed by the City Council of the City of Chicago on Monday the 15th day of June, A. D. 1891, relating to the construction of viaducts at Taylor and Fourteenth Streets and Ogden Avenue, and all the terms, conditions, restrictions, obligations, grants, benefits and privileges therein contained.

In Witness Whereof, the Chicago and Northern Pacific Railroad Company has caused this acceptance to be executed by its Presi-

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Chicago & Northern Pacific R. R. Co.—Taylor St.

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dent, and its corporate seal to be hereunto attached, attested by its Secretary, the day and year first above written.

CHICAGO AND NORTHERN PACIFIC RAILROAD COMPANY,

By D. S. WEGG,

[SEAL.]

*President.*

Attest:

H. S. BOUTELL,

*Secretary.*

Filed in the office of the City Clerk of the City of Chicago, June 17th, 1891.



## AN ORDINANCE

REPEALING AN ORDINANCE RELATING TO TAYLOR STREET VIADUCT  
AND OTHER MATTERS. PASSED JUNE 15TH, 1891.

[Passed June 25th, 1891.]\*

*Be it ordained by the City Council of the City of Chicago:*

SECTION 1. That an ordinance passed June 15th, 1891, concerning the erection of a viaduct on Taylor street, over the tracks of the Chicago, Northern and Pacific Railroad Company, and a viaduct at the Fourteenth street bridge, and concerning the amount to be paid by the said Chicago, Northern and Pacific Railroad Company toward the cost of erecting the Ogden avenue viaduct; also concerning the vacation of the streets and alleys in that part of the Canal Addition to the City of Chicago, lying east of the east line of Dodge street, north of the south line of Fourteenth street, south of the south line of Twelfth street, and west of the Chicago River; also concerning the obligations imposed upon and the privileges granted to the Chicago, Northern and Pacific Railroad Company by an ordinance entitled “An Ordinance concerning the La Salle and Chicago Railroad Company,” passed May 13, 1872, and the ordinance amendatory thereof, passed May 11, 1885, and all other matters and things in said ordinance contained, be and the same are hereby repealed and declared to be of no further force and effect.

SEC. 2. This ordinance shall be in force from and after its passage.

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\* The vote on this ordinance was yeas 55, nays 5.

## AN ORDINANCE

RELATING TO TAYLOR STREET VIADUCT AND OTHER MATTERS.

[Passed July 20, 1891.]\*

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*Be it ordained by the City Council of the City of Chicago:*

SECTION 1. That a viaduct shall be erected on Taylor street over the tracks of the Chicago and Northern Pacific Railroad Company between the east bank of the Chicago River and the west line of Fifth avenue, with a connection with the present approach to Polk street viaduct in accordance with plan filed in the office of the Commissioner of Public Works, June 15, 1891; and with detailed plans and specifications to be approved by the Commissioner of Public Works, said viaduct and connection to be of wood and iron, and to be replaced within five years from the date of the passage of this ordinance by a structure of stone and iron, in accordance with plans and specifications to be approved by the Commissioner of Public Works, *provided, however*, that said Chicago and Northern Pacific Railroad Company will give an easement in perpetuity over its land for the purpose of constructing and maintaining said viaduct and connection, and will pay the cost of constructing said viaduct and connection and said new or replaced viaduct and connection upon warrants drawn by the Commissioner of Public Works as the work progresses.

SEC. 2. That a viaduct shall be erected from the west abutment of the proposed Fourteenth street bridge to the center line of Dodge street, in accordance with plans and specifications filed in the office of the Commissioner of Public Works June 15, 1891; *provided, however*, that the Chicago and Northern Pacific Railroad Company will give an easement in perpetuity over its land for the construction and maintenance of said viaduct, and will pay the cost of constructing said viaduct upon warrants drawn by the Com-

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\* The vote on this ordinance was yeas 61, nays 3. It is identical with the ordinance of June 15th, *ante*, with the exception of the insertion of the proviso at the end of Section 5 and the omission of the provisions in Section 3, relating to the Campbell Avenue approach.

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Chicago & Northern Pacific R. R. Co.—Taylor St.

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missioner of Public Works as the work progresses, said viaduct including the pier thereunder at the west side of the Chicago River.

SEC. 3. That the amount to be paid by the Chicago and Northern Pacific Railroad Company toward the cost of constructing the Odgen avenue viaduct is hereby adjusted at the sum of forty thousand dollars (\$40,000), to be paid by said railroad company upon warrants drawn by the Commissioner of Public Works as the work progresses; and said Chicago and Northern Pacific Railroad Company is hereby directed, and will by accepting this ordinance agree to save and keep harmless the City of Chicago from all damages resulting from the construction of the east approach of said Odgen avenue viaduct.

SEC. 4. That the streets and alleys in that part of the Canal Addition to the City of Chicago, lying east of the west line of Dodge street, north of the south line of Fourteenth street, south of the south line of Twelfth street and west of the Chicago River, be and the same are hereby vacated.

SEC. 5. That the obligations imposed upon and the privileges granted to said Chicago and Northern Pacific Railroad Company as the successor of the Chicago and Great Western Railroad Company, (formerly known as the La Salle and Chicago Railroad Company), by an ordinance entitled “An Ordinance concerning the La Salle and Chicago Railroad Company,” passed May 13, 1872, and the ordinance amendatory thereof, passed May 11, 1885, are hereby declared to be in full force and effect to the southern limits of the City of Chicago as they now exist, but upon the same provisions and conditions as are contained in the said ordinance as amended as aforesaid as if they were inserted herein; *provided, however*, that said Chicago and Northern Pacific Railroad Company shall not charge more than a five (5) cent fare upon suburban trains between Harrison street depot and the city limits at Ninety-fifth street and all intermediate stations, tickets for said fare to be purchased in packages of not less than twenty-five (25).

SEC. 6. That upon the acceptance of this ordinance and the performance of the obligations herein, and by such acceptance im-



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Chicago & Northern Pacific R. R. Co.—Taylor St.

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posed upon it, the said Chicago and Northern Pacific Railroad Company shall be relieved from all further obligations in reference to viaducts and approaches thereto at Taylor street, Odgen avenue and Fourteenth street.

SEC. 7. That this ordinance shall take effect and be in force from and after its passage and acceptance by said Chicago and Northern Pacific Railroad Company; *provided, however*, that the acceptance of this ordinance by said railroad company shall be considered, and is hereby declared to be, a contract on the part of said Chicago and Northern Pacific Railroad Company to perform the obligations herein imposed upon it, and the performance of said obligations by said Chicago and Northern Pacific Railroad Company is hereby declared to be the consideration for the rights, privileges and property herein conferred upon said railroad company.

## AN ORDINANCE

TO AMEND SECTION 5 OF AN ORDINANCE RELATING TO THE ADJUSTMENT OF TAYLOR STREET VIADUCT AND OTHER MATTERS

PASSED JULY 20, A. D. 1891.

[Passed September 14, 1891.]\*

*Be it ordained by the City Council of the City of Chicago:*

SECTION 1. That Section 5 of an ordinance relating to Taylor street viaduct and other matters passed July 20th, A. D. 1891, be and the same is hereby amended by striking out in the proviso at the close of said Section 5, the words: "The city limits at Ninety-fifth street," and by inserting in lieu thereof, the words: "Forty-seventh street."

SEC. 2. This ordinance shall be in full force and effect from and after its passage.

## ACCEPTANCE OF THE FOREGOING ORDINANCES.

CHICAGO, September 17th, A. D. 1891.

*James R. B. Van Cleave, Esq., City Clerk of the City of Chicago:*

DEAR SIR: The Chicago and Northern Pacific Railroad Company hereby accepts the ordinance passed by the City Council of the City of Chicago on the twentieth day of July, A. D. 1891, relating to the construction of viaducts at Taylor and Fourteenth Streets and Ogden Avenue, and all the terms, conditions, restrictions, obligations, grants, benefits and provisions therein contained, as amended by an ordinance passed September Fourteenth, A. D. 1891, entitled "An ordinance to amend Section Five of an ordinance relating to the adjustment of Taylor Street viaduct and other matters, passed July twentieth, A. D. 1891."

In Witness Whereof, the Chicago and Northern Pacific Railroad Company has caused this acceptance to be executed by its Presi-

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\* The vote on this ordinance was yeas 49, nays 7.

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Chicago & Northern Pacific R. R. Co.—Taylor St.

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dent and its corporate seal to be hereunto attached, attested by its Secretary, the day and year first above written.

CHICAGO AND NORTHERN PACIFIC RAILROAD COMPANY.

By D. S. WEGG,

*President.*

[SEAL.]

Attest:

H. S. BOUTELL,

*Secretary.*

Filed in the office of the City Clerk of the City of Chicago, September 18th, 1891,



## AN ORDINANCE.

REPEALING PART OF AN ORDINANCE ENTITLED "AN ORDINANCE  
GRANTING RIGHT OF WAY TO THE CHICAGO AND GREAT  
WESTERN RAILROAD COMPANY," PASSED

SEPTEMBER 5TH, 1885.

[Passed February 28th, 1891.]

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*Be it ordained by the Board of Trustees of the Town of Cicero:*

SECTION 1. That so much of an ordinance entitled "An Ordinance granting right of way to the Chicago and Great Western Railroad Company," passed September 5th, 1885, as provides for the keeping open by the Chicago and Great Western Railroad Company, its successors and assigns, of a ditch on the North side of the tracks of said Railroad Company between Central Avenue and Robinson Avenue; and the construction and maintenance of a culvert over the west ditch on Robinson Avenue be and the same is hereby repealed, and said Chicago and Great Western Railroad Company, its successors and assigns, is hereby relieved from all obligations for the maintenance of an open ditch north of said tracks between said Central Avenue and said Robinson Avenue, and on Robinson Avenue between the St. Charles Air Line Grade and Twelfth Street, and the maintenance of a culvert over the west ditch at Robinson Avenue, provided the ditch between the points aforesaid and said culvert shall be maintained until the Robinson Avenue sewer shall have been constructed.

SECTION 2. This ordinance shall be in force and effect from and after its passage and acceptance by the Chicago and Northern Pacific Railroad Company, the successor of the said Chicago and Great Western Railroad Company, and the acceptance of this ordinance by said Railroad Company shall constitute an agreement on the part of said Railroad Company to pay the assessment levied against it for said Robinson Avenue sewer, as the same matures, and to permit the proper officers of said Town of Cicero to enter upon the right of way of said Railroad Company for

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Chicago & North. Pac. R. R. Co., Amending C. & G. W.—Cicero.

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the purpose of constructing said Robinson Avenue sewer across the right of way of said Railroad Company; and for the proper inspection and repair of said sewer.

ACCEPTANCE OF FOREGOING ORDINANCE.

*James A. Bond, Esq., Town Clerk of the Town of Cicero.*

DEAR SIR: The Chicago and Northern Pacific Railroad Company, the successor of the Chicago and Great Western Railroad Company, hereby accepts an ordinance entitled “An Ordinance repealing part of an Ordinance entitled ‘An Ordinance granting Right of Way to the Chicago and Great Western Railroad Company’ passed September 5th, 1885,” passed by the Board of Trustees of the Town of Cicero, February 28th, 1891, in accordance with the terms and provisions thereof.

CHICAGO AND NORTHERN PACIFIC RAILROAD COMPANY.

By HENRY S. BOUTELL,

*Secretary.*

CHICAGO, March 5th, 1891.

Filed in the office of the Town Clerk of the Town of Cicero,  
March 14th, 1891.

## AN ORDINANCE

CONCERNING THE ERECTION OF TELEGRAPH POLES BY THE CHICAGO  
AND NORTHERN PACIFIC RAILROAD COMPANY.

[Passed January 2, 1892.]

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*Be it ordained by the Board of Trustees of the Town of Cicero :*

SECTION 1. That permission and authority be and the same hereby are granted to the Chicago and Northern Pacific Railroad Company, its grantees, lessees, successors and assigns, to construct, maintain and operate a telegraph line with one or more wires along the route of said railroad within the limits of the Town of Cicero, and for that purpose to erect poles and wires in, along, upon and across all streets and alleys along the line of said route. Said poles to be located where directed by the Board of Trustees.

SECTION 2. This ordinance shall be in full force and effect from and after its passage.



## AN ORDINANCE

AUTHORIZING THE CHICAGO AND NORTHERN PACIFIC RAILROAD  
COMPANY TO CROSS SOUTHWESTERN BOULEVARD.[Passed August 25th, 1891.]

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*Be it ordained by the West Chicago Park Commissioners:*

SECTION 1. That permission and authority be and the same are hereby granted to the Chicago and Northern Pacific Railroad Company, its grantees, lessees, successors and assigns, to construct, maintain and operate a railroad with one or more tracks, not exceeding four tracks, across Southwestern Boulevard east of and adjoining the tracks of the Union Stock Yards and Transit Company, and at the present grade of the tracks of said last named company.

SECTION 2. This ordinance is granted by said Board and accepted by said Railroad Company on the express condition that said Railroad Company shall build all ditches or culverts necessary to the proper drainage of the whole of said Boulevard where said Railroad crosses the same, and keep the same in good and safe condition and repair under the direction of the said West Chicago Park Commissioners.

SECTION 3. This ordinance is granted by the said Board and accepted by the said Railroad Company upon the express condition that the said Board of West Chicago Park Commissioners reserves all its police and other rights in relation to the control, and management of the right of way hereby granted by said Board across said Boulevard.

SECTION 4. This ordinance is granted by the said Board and accepted by the said Railroad Company upon the express condition that said Railroad Company will not at any time build any switches or side tracks within the limits of said Boulevard, or within two hundred (200) feet of the North and South lines of said Boulevard.

SECTION 5. This ordinance is granted by the said Board and ac-

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Chicago & Northern Pacific R. R. Co.—West Park.

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cepted by the said Railroad Company upon the express condition that the said Railroad Company shall, whenever, in the opinion of said Board the construction of a sub-way or viaduct shall be required by public necessity, join with the other railroads crossing said Boulevard, in the erection and maintenance of a sub-way or viaduct under or over the tracks herein authorized to be constructed, and will pay its fair proportion of the cost of construction and maintenance of said sub-way or viaduct.

SECTION 6. All ordinances or parts of ordinances in conflict with the provisions of this ordinance, or any of them, are hereby repealed, and this ordinance shall take effect and be in force from and after its passage.

## AN ORDINANCE

## AUTHORIZING THE CHICAGO AND NORTHERN PACIFIC RAILROAD COMPANY TO CONSTRUCT RAILROAD TRACKS ACROSS DOUGLAS BOULEVARD.

[Passed October 13th, 1891.]

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*Be it ordained by the West Chicago Park Commissioners:*

SECTION 1. That permission and authority be and the same hereby are granted to the Chicago and Northern Pacific Railroad Company, as successor of the Chicago and Great Western Railroad Company, to construct, maintain and operate at grade four additional railroad tracks, within the limits of its right of way, across Douglas Boulevard in accordance with the provisions of the ordinance of said Chicago and Great Western Railroad Company passed February 13th, 1886, except in so far as the provisions of said ordinance are hereinafter amended or repealed.

SECTION 2. Said Railroad Company shall not allow cars to be stored upon any of its tracks within two hundred and seventy-five (275) feet of the east and west limits of said Boulevard.

SECTION 3. The obligations imposed upon said Railroad Company by said ordinance of February 13th, 1886, relating to a viaduct shall apply with equal force and effect to a sub-way.

SECTION 4. All the provisions contained in this ordinance shall be binding upon and enure to the benefit of said Chicago and Northern Pacific Railroad Company, its grantees, lessees, successors and assigns.

SECTION 5. All ordinances or parts of ordinances in conflict with this ordinance, or any part thereof, are hereby repealed.

SECTION 6. This ordinance shall be in full force and effect from and after its passage and acceptance in writing by said Chicago and Northern Pacific Railroad Company,



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Chicago & North. Pac. R. R. Co., Amending C. & G. W.—West Park.

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ACCEPTANCE OF THE FOREGOING ORDINANCE.

*To the Honorable West Chicago Park Commissioners :*

The Chicago and Northern Pacific Railroad Company hereby accepts the ordinance entitled “ An Ordinance authorizing the Chicago and Northern Pacific Railroad Company to construct railroad tracks across Douglas Boulevard,” passed by your Board the 13th day of October, A. D. 1891.

In witness whereof, the said Chicago and Northern Pacific Railroad Company has caused these presents to be executed by its President, its corporate seal to be hereunto attached, attested by its Secretary this 22d day of October, A. D. 1891.

CHICAGO AND NORTHERN PACIFIC RAILROAD COMPANY,

By D. S. WEGG,

*President.*

[SEAL.]

Attest:

H. S. BOUTELL,

*Secretary.*

Filed in the office of the Clerk of the Board of West Chicago Park Commissioners, November 10th, 1891.

## AN ORDINANCE

GRANTING THE RIGHT TO THE CHICAGO AND NORTHERN PACIFIC  
RAILROAD COMPANY TO CROSS WESTERN AVENUE  
BOULEVARD AND GARFIELD BOULEVARD.

[Passed November 2d, 1891.]

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*Be it ordained by the South Park Commissioners:*

SECTION 1. That permission and authority be, and the same are, hereby granted to the Chicago and Northern Pacific Railroad Company to lay down, operate and maintain a double track railway across the Western Avenue Boulevard and the Garfield Boulevard, in the City of Chicago, Cook County, Illinois, in the manner and subject to the provisions and restrictions hereinafter contained.

SECTION 2. The tracks across said Western Avenue Boulevard shall be laid east of and parallel with and at the present grade of the tracks of the Union Stock Yards and Transit Company and the distance between the centers of the tracks of said Chicago and Northern Pacific Railroad Company and between the center of the west track of said Chicago and Northern Pacific Railroad Company and the center of the east track of said Union Stock Yards and Transit Company shall not be more than fourteen feet.

SECTION 3. The tracks across said Garfield Boulevard shall be laid west of and at the present grade of the tracks of the Pittsburgh, Cincinnati, Chicago and St. Louis Railway Company and the west rail of the west track of said Chicago and Northern Pacific Railroad Company shall cross the north line of said boulevard at a distance of not more than fifty-six and one-half feet from the west line of the right of way of said Pittsburgh, Cincinnati, Chicago and St. Louis Railway Company, and said west rail of said west track shall cross the South line of said boulevard at a distance of not more than eighty feet from said west line of the right of way of said Pittsburgh, Cincinnati, Chicago and St. Louis Railway Company.

SECTION 4. Said Railroad Company shall construct its tracks

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Chicago & Northern Pacific R. R. Co.—South Park.

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across said boulevards with an iron guard rail on the inside of each of the rails thereof and shall plank said crossings and keep the same in repair to the full width of said boulevards, all under the direction of the Superintendent of said South Park Commissioners; and said railroad company shall not change the grade of its tracks across said boulevards without the consent of said South Park Commissioners; and said railroad company shall, at its own cost and expense, furnish and deliver suitable material for constructing, repairing and maintaining the approaches to said tracks, including both the driveways and planting spaces of said boulevards, at such places and at such times as shall be directed by said South Park Commissioners; and all alterations made necessary in said boulevards to make the drive-ways and planting spaces thereof conform to the grade of said railroad tracks as herein specified, shall be made at the sole cost and expense of said railroad company and under the supervision and direction of the Superintendent of said South Park Commissioners; and the said railroad company shall also pay any and all expense incurred in the removal of trees, made necessary by the construction of said crossing, and the full value of such trees as shall be destroyed thereby.

SECTION 5. The said railroad company shall, whenever so directed by the South Park Commissioners, keep and maintain a flagman at such crossings of said boulevards, or shall construct and maintain gates thereat, as shall be required by the South Park Commissioners and shall also use and maintain such other means in use by railway companies as shall from time to time be directed by said South Park Commissioners to insure the safety of persons using said boulevards.

SECTION 6. The said railroad company shall at no time and under no circumstances permit any of its cars or locomotives to stand upon said tracks, or any of them, to the obstruction of travel upon said boulevards or any part thereof.

SECTION 7. The permission, authority and privileges hereby granted are upon the further express condition that the said railroad company, whenever so directed by the South Park Commis-



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Chicago & Northern Pacific R. R. Co.—South Park.

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sioners, in compliance with any general order in regard to the construction of viaducts and the lowering of the tracks crossing the boulevards under the control of said South Park Commissioners in any particular district, shall construct and maintain a viaduct over said boulevards and railway crossings, and shall lower the said tracks in the manner required by said South Park Commissioners.

SECTION 8. The privileges hereby granted are upon the further express condition that the said railroad company shall at all times comply with and be subject to all general and special ordinances of said South Park Commissioners, now in force or which may hereafter be passed, concerning the use and occupation of streets and boulevards, and the running and operating of cars thereon or across the same by railway companies, or in regard to the elevation of railroad tracks crossing said streets and boulevards, so far as the same apply or relate to the privileges hereby granted.

SECTION 9. The permission and authority hereby granted are upon the further express condition that the said railroad company shall forever indemnify and save harmless the said South Park Commissioners from any and all legal actions, damages, decrees and the cost and expenses of the same which may be recovered or obtained against the South Park Commissioners for, or by reason of, or growing out of, or resulting from the passage of this ordinance, or any matter or thing connected therewith, or by the exercise by the company of the privileges hereby granted, or from any act or acts of said company under or by virtue of this ordinance.

SECTION 10. Should the said company at any time fail to comply with the conditions and provisions of this ordinance, or any of them, or with the general ordinances of the South Park Commissioners, the said South Park Commissioners may order the said tracks to be taken up and removed by said company, and on its failure so to do within ten days after notice of such order, may cause the same to be taken up and removed at the expense of the said company.

SECTION 11. All the provisions of this ordinance shall be equally

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Chicago & Northern Pacific R. R. Co.—South Park.

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binding upon the said railroad company, its successors, assigns and lessees.

SECTION 12. This ordinance shall be in force only from and after the written acceptance of the same and its provisions by the said Chicago and Northern Pacific Railroad Company, duly signed and under its corporate seal, shall be filed with the Secretary of the South Park Commissioners. Unless such acceptance shall be so filed within thirty days of the time of the passage hereof this ordinance shall be null and void.

## ACCEPTANCE OF THE FOREGOING ORDINANCE.

*To the Honorable, the South Park Commissioners.*

GENTLEMEN: The Chicago and Northern Pacific Railroad Company hereby accepts the ordinance entitled “An ordinance granting the right to the Chicago and Northern Pacific Railroad Company to cross Western Avenue Boulevard and Garfield Boulevard,” passed by your Board the second day of November, 1891, and all the provisions thereof.

IN WITNESS WHEREOF, the Chicago and Northern Pacific Railroad Company has caused this acceptance to be executed by its President and its corporate seal to be attached hereunto, attested by its Secretary, this third day of November, 1891.

CHICAGO AND NORTHERN PACIFIC RAILROAD COMPANY.

By D. S. WEGG,

[SEAL.]

*President.*

Attest:

H. S. BOUTELL,

*Secretary.*

Filed in the office of the Secretary of the South Park Commissioners, November 3d, 1891.

## AN ORDINANCE

CONCERNING THE ERECTION OF TELEGRAPH POLES BY THE CHICAGO  
AND NORTHERN PACIFIC RAILROAD COMPANY.

[Passed January 16th, 1892 ]

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*Be it ordained by the President and Board of Trustees of the Village of Harlem :*

SECTION 1. That permission and authority be, and the same hereby are, granted to the Chicago and Northern Pacific Railroad Company, its grantees, lessees, successors and assigns, to construct, maintain and operate a telegraph line with one or more wires along the route of said railroad within the limits of the Village of Harlem, and for that purpose to erect poles and wires in, along, upon and across all streets and alleys along the line of said route; poles to be located under direction of the Board of Trustees of the Village of Harlem.

SECTION 2. This ordinance shall be in full force and effect from and after its passage.



## AN ORDINANCE

CONCERNING THE ERECTION OF TELEGRAPH POLES BY THE CHICAGO  
AND NORTHERN PACIFIC RAILROAD COMPANY.

[Passed January 7, 1892.]

*Be it ordained by the President and Board of Trustees, of the Village of River Forest :*

SECTION 1. That permission and authority be, and the same hereby are, granted to the Chicago and Northern Pacific Railroad Company, its grantees, lessees, successors and assigns, to construct, maintain and operate a telegraph line with one or more wires along the route of said railroad, within the limits of the Village of River Forest, and for that purpose to erect poles and wires in, along, upon and across all streets and alleys along the line of said route, such poles and wires to be so placed as not to interfere with the free use of any street or alley by the public and satisfactory to the Board of Trustees of said Village.

SECTION 2. The permission and authority herein granted are upon the express condition that the said Chicago and Northern Pacific Railroad Company, its grantees, lessees, successors and assigns shall at all times save and keep harmless the Village of River Forest, of and from all damage, costs and expenses, occasioned by or in any manner growing out of the passage of this ordinance, or in exercising or attempting to exercise any of the privileges herein granted.

SECTION 3. This ordinance shall be in full force and effect from and after its passage.

## ACCEPTANCE OF THE FOREGOING ORDINANCE.

CHICAGO, January 22nd, 1892.

*To the President and Board of Trustees of the Village of River Forest :*

The Chicago and Northern Pacific Railroad Company hereby accepts an ordinance entitled “ An Ordinance concerning the erection

Chicago & Northern Pacific R. R. Co.—Telegraph, River Forest.

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of telegraph poles by the Chicago and Northern Pacific Railroad Company, ” passed by the President and Board of Trustees of the Village of River Forest, January 7th, 1892.

CHICAGO AND NORTHERN PACIFIC RAILROAD COMPANY,

By HENRY S. BOUTELL,

*Secretary.*

Filed in the office of the Village Clerk of the Village of River Forest, Illinois, January 22, 1892.

## AN ORDINANCE OF THE VILLAGE OF HARLEM,

CONCERNING THE CHICAGO AND WISCONSIN RAILROAD COMPANY.

[Passed September 12th, 1885.]

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*Be it ordained by the President and Board of Trustees of the Village of Harlem:*

SECTION 1. That permission and authority be and is hereby given and granted to the Chicago and Wisconsin Railroad Company, its grantees, lessees, successors and assigns, to lay down, maintain and forever use and operate with steam or other motive power one (1) or more railroad tracks with necessary and convenient side-tracks, switches and appurtenances over, along and upon such portions of Section 13, T. 39, R. 12, in said Village as said Company may acquire by purchase, donation or condemnation, commencing at the East line thereof and running thence West and Westerly, North and Northerly to the North line of said Section, thence due north along the west side of the center line of Section 12 to the northern limits of said Village and to cross all intervening streets, highways and railroad tracks, and also at any and all times hereafter to lay down upon lands adjacent to its said route which it may acquire and maintain thereon and forever use such switches, sidings, turnouts, yards and track connections with any railroad now or hereafter constructed and also to build and maintain railroad tracks connecting with any manufacturing and other establishments, lumber and coal yards on or near its said route as may be deemed necessary within the said Village of Harlem, and for said purpose the right is hereby granted to cross with said tracks all of the streets, highways, alleys and railroad tracks upon or along the said route, switches, sidings, turnouts, yards and track connections.

SECTION 2. Permission is also hereby granted to the said Chicago and Wisconsin Railroad Company, its grantees, lessees, successors and assigns, to erect and forever maintain and use a telegraph



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Chicago & Wisconsin R. R. Co.—Harlem.

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line consisting of one or more lines of wire with necessary poles along said route hereinbefore designated.

SECTION 3. Said Railroad Company, its grantees, lessees and successors, will keep and perform all laws and ordinances obligatory and binding upon it to be kept and performed pertaining to the management, regulation and control of railroad and telegraph companies and also in respect to ditches, drains and sewers and the suitable and proper maintenance of streets and railroad crossings and the proper police and health regulations of said Village.

SECTION 4. Said Company shall locate and maintain a passenger station between the Chicago and Western Dummy track and Chicago and Northwestern Railroad, provided sufficient ground therefor be donated to the said C. & W. R. R. Co.

SECTION 5. And wherever the said Village shall desire to cross the said right of way, either by the extension of avenues, streets or alleys now existing, or by the opening of new ones, and culverts shall be necessary for suitable drainage, it shall be the duty of the said company to construct such culverts at its own expense promptly upon being notified to do so.

SECTION 6. Be it further ordained that when the Village of Harlem shall deem it necessary to open new and extend old streets, avenues or alleys in the said Village across the right of way of said railroad company, said Village shall have the right to do so free of charge or expense, and for that purpose shall have the right to enter upon the right of way of said Railroad Company and construct crossings thereon, which crossings when so constructed, together with all crossings of streets, avenues or alleys made by the said company in constructing its road, shall be kept in good order and repair free of expense to the Village of Harlem.

SECTION 7. All the foregoing rights, privileges and franchises are hereby expressly granted upon conditions that the said road is fully completed through the said Village within 3 years from the passage of this ordinance, exclusive of legal delays, and in case the same shall not be done said Village shall have full right and power to enter upon the right of way of said company within the

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Chicago & Wisconsin R. R. Co.—Harlem

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said Village where the same crosses or occupies any avenue, street, alley or other public place and remove all rails, ties, road-bed or anything appertaining or belonging thereto, and restore the said avenues, streets, alleys or other places to their first and former condition, and the right of the said company to all the rights and privileges herein granted shall at once cease and determine, and this ordinance become null and void.

SECTION 8. This ordinance shall be in full force and effect from and after its passage.

## ACCEPTANCE OF THE FOREGOING ORDINANCE.

*To the Board of Trustees of the Village of Harlem in the County of Cook and State of Illinois:*

The Chicago and Wisconsin Railroad Company accepts the Ordinance granted by your honorable body, giving to it certain rights and privileges.

CHICAGO AND WISCONSIN RAILROAD COMPANY.

By DWIGHT F. CAMERON,

*Its Attorney.*

HARLEM, September 12th, 1885.

Filed in the office of the Village Clerk of the Village of Harlem,  
September 12th, 1885.

## AN ORDINANCE

GRANTING THE RIGHT OF WAY TO THE CHICAGO AND WISCONSIN  
RAILROAD COMPANY.

[Passed September 23d, 1885.]

*Be it ordained by the President and Board of Trustees of the Village of River Forest:*

SECTION 1. That permission and authority be and is hereby given and granted to the Chicago and Wisconsin Railroad Company, its grantees, lessees, successors and assigns, to construct, maintain and forever use and operate with steam or other motive power, a railroad with not more than four tracks, and such side tracks, switches and appurtenances as may be deemed necessary and convenient over, along and upon the following route, that is to say, over any lands said railroad company may acquire by purchase, condemnation or otherwise, commencing at the south line of the south-west quarter of section twelve (12), town thirty-nine (39) North, range twelve (12) east of the third principal meridian, in said village of River Forest, thence north and northerly to Lake Street, between the west line of Franklin street, and a line not further west than three hundred and one feet (301) west of the west line of Park avenue, thence north to the north line of Chicago avenue, thence north-westerly to the northern and western limits of the village of River Forest, with the right to cross all streets, highways, alleys and public places, and the right of way and tracks of the Chicago and North-Western Railway Company, as far as the President and Board of Trustees of said village of River Forest are authorized by law to do same, upon such grade as shall be mutually agreed upon, between said Chicago and Wisconsin Railroad Company and said Chicago and North-Western Railway Company.

SECTION 2. The permission and authority and privileges hereby granted are upon the express condition that if, under such mutual agreement, the tracks of the Chicago and Wisconsin Railroad Company, its grantees, lessees or assigns, are made to cross the right of



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Chicago & Wisconsin R. R. Co.—River Forest.

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way and tracks of the Chicago and North-Western Railway Company above grade, then and in that case said Chicago and Wisconsin Railroad Company, its grantees, lessees or assigns, may, for the time being, cross said right of way and tracks by trestle work and piles, leaving roadway east and west under the same on Lake street, Railroad avenue and Hawthorne avenue, full width of said street, and may be supported by iron columns between the road-bed and sidewalk, and of sufficient height not to impair travel, but said Chicago and Wisconsin Railroad Company, its successors, grantees, lessees or assigns, shall, within three years after the passage of this ordinance, exclusive of legal delays, build an iron bridge across the tracks of the Chicago and North-Western Railway Company, resting upon stone abutments or iron columns, and also iron bridges across Lake street, Railroad avenue and Hawthorne avenue, resting upon stone abutments or iron columns, leaving a space not less than the full width of said streets, and may be supported by iron columns between the road-bed and sidewalk, and of sufficient height for the passage of vehicles and foot passengers under the bridges crossing said Lake street, Railroad avenue and Hawthorne avenue. And said Chicago and Wisconsin Railroad Company, its grantees, lessees or assigns, shall build stone abutments on each end of the bridge crossing Lake street on the north end of the bridge, crossing Railroad avenue, and on the South end of the bridge crossing Hawthorne avenue, within said three years.

SECTION 3. The permission and authority hereby granted are upon the further express condition that said Chicago and Wisconsin Railroad Company, its successors, grantees, lessees or assigns, shall within the said three years, exclusive of legal delays, build earth approaches the full length of said temporary trestle works, from the south, north to the abutment of the bridge crossing Hawthorne avenue; also earth approaches on both ends of the bridge crossing Lake street, and on the north end of the bridge crossing Railroad avenue; it being the intention of this ordinance that all the trestle work except the crossings of the said streets and railroad tracks shall be filled to full height of the same with earth, and cause the

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Chicago & Wisconsin R. R. Co.—River Forest.

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same to be seeded down or sodded over and kept in good order, and mowed twice a year.

SECTION 4. The road-bed of said Railroad Company where it crosses Oak Avenue in said village, shall be not to exceed three feet (3) above the grade of said Oak Avenue, and said company shall erect and maintain suitable approaches and crossings to said street, for the passage of vehicles over its tracks on said street, at its own expense.

SECTION 5. Permission is also hereby given to said railroad company at any and all times hereafter, to lay down upon lands adjacent to its said route, which it may acquire and maintain thereon and forever use, such switches, sidings, turnouts, yards and track connections with any railroad now or hereafter constructed, and also to build and maintain railroad tracks connecting with any manufacturing or other establishment, lumber and coal yards, at or near its said route, as may be deemed necessary within said village of River Forest.

SECTION 6. Permission is also granted to erect and forever maintain and use a telegraph line consisting of one or more lines of wire with the necessary poles along its main line; but such wires or poles shall not in any way impede travel upon any street in said village of River Forest.

SECTION 7. This ordinance is hereby granted upon the further express condition: said railroad company, its grantees, lessees, successors and assigns shall keep and perform all laws and ordinances obligatory and binding upon it to be kept and performed, pertaining to the management, regulation and control of railroad and telegraph companies, and also in respect to ditches, drains and sewers and the suitable and proper maintenance of street and railroad crossings, and the proper police and health regulations of said village, without any expense to said village.

SECTION 8. This ordinance is hereby granted upon the further express conditions, that said company, its grantees, lessees, successors or assigns, shall erect, locate, keep and maintain passenger station at Oak avenue, and also a depot at or near Madison street.



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Chicago & Wisconsin R. R. Co.—River Forest.

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Said depot buildings shall not be inferior in any manner to depot buildings of the Chicago and North-Western Railroad now at River Forest, and all passenger trains passing both ways shall stop at Oak Avenue station, unless said railroad company, its grantees, lessees, successors or assigns shall stop at said station at least five passenger trains going each way every day, and shall stop all north bound trains to receive passengers, at said station.

SECTION 9. Be it further ordained that the permission and authority hereby granted is upon the further express conditions, that when the village of River Forest shall deem it necessary to open new or extend old streets, avenues or alleys, in said village, across the right of way of said railroad company, said village shall have the right to do so free of charge or expense, and for that purpose shall have the right to enter upon the right of way of said railroad company, and construct crossings thereon, which crossings, when so constructed, together with all crossings of streets, avenues and alleys made by said company in constructing its road, shall be kept in good order and repair, free of expense to the village of River Forest.

SECTION 10. The permission and authority hereby granted are upon the further express condition that the said railroad company and its successors, grantees, lessees and assigns, shall and will forever indemnify and save harmless the village of River Forest against and from any and all damages, judgments, decrees and costs and expenses of the same, which it may suffer or which may be recovered or obtained against said village for or by reason of the granting of such privileges and authority, or for or by reason of, or growing out of, or resulting from the passage of this ordinance, or any matter or thing connected therewith, or with the exercise, by said company, its grantees, lessees, or assigns, or the privileges hereby granted, or from any act or acts of said company, its grantees, lessees, or assigns, under or by virtue of the provisions of this ordinance.

SECTION 11. The permission and authority herein granted are hereby granted upon the further express conditions that said rail-



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Chicago & Wisconsin R. R. Co. — River Forest.

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road company, its successors, assigns, or lessees shall keep for sale at its or their office, at Chicago, commutation tickets, at prices not exceeding per single fare the same kind of commutation tickets of the Chicago and North-Western Railway to River Forest Station, and said tickets shall be unlimited as to time and good for family use.

SECTION 12. This ordinance is granted upon the further express condition that it shall be formally accepted by the Chicago and Wisconsin Railroad Company within thirty days after its passage, and that the work herein authorized shall be done and completed within three years from the passage of this ordinance exclusive of legal delay, otherwise all rights and privileges herein granted shall cease and be null and void and the said village shall have full power and right to enter on the right of way of said company within the said village, where the same crosses or occupies any avenue, street or alley, or other public places, and remove all rails, ties, roadbed, or anything pertaining or belonging thereto, and restore the said avenue, street, alley or other public places to their first and former condition.

SECTION 13. The permission and authority hereby granted in this ordinance are granted upon the further express condition that said village hereby reserves the right to grant permission to any other railroad to cross said right of way, hereby granted.

SECTION 14. This ordinance shall be in full force and effect from and after its passage.

ACCEPTANCE OF FOREGOING ORDINANCE.

CHICAGO, 25th Sept., '85.

The Chicago and Wisconsin Railroad Company accepts the within ordinance.

D. S. WEGG,

*Attorney for Chicago and Wisconsin R. R. Co.*

Endorsed on the original ordinance on file in the office of the Village Clerk of the Village of River Forest, September 25th, 1885.

## AN ORDINANCE

AUTHORIZING THE CONSTRUCTION AND OPERATION OF A DUMMY RAILWAY IN THE TOWN OF CICERO, COUNTY OF COOK AND STATE OF ILLINOIS, ON THE FOLLOWING NAMED STREETS: ON WEST FORTIETH STREET FROM MADISON STREET TO RANDOLPH STREET; THENCE WEST ON RANDOLPH STREET TO ROBINSON AVENUE; THENCE NORTH ON ROBINSON AVENUE ABOUT FOUR HUNDRED FEET; THENCE WEST OVER PRIVATE PROPERTY TO WILLOW AVENUE; THENCE NORTH ON WILLOW AVENUE TO BENNETT STREET; THENCE WEST ON BENNETT STREET TO PARK AVENUE; THENCE NORTH TO KINZIE STREET; THENCE WEST ALONG THE SOUTH LINE OF THE RIGHT OF WAY OF THE NORTH-WESTERN RAILWAY TO THE EAST LINE OF OAK PARK AVENUE.

[Passed April 26th, 1879.]

WHEREAS, Charles R. Vandercook has presented to this Board a petition praying that this Board give and grant to him the privilege and franchise of constructing and operating a Dummy Railway in said Town; therefore

*Be it ordained by the Board of Trustees of the Town of Cicero:*

SECTION 1. That permission and consent are hereby given and granted to the said Charles R. Vandercook, his heirs, executors, administrators and assigns, to lay down, operate and maintain a single track Railway with all necessary and convenient turnouts, turn-tables and side-tracks and switches, in, upon, over and along the following named streets and directions, viz: Commencing on West Fortieth Street the west half at the intersection of Madison Street; thence north on West Fortieth Street to Randolph Street; thence west on Randolph Street to Robinson Avenue; thence north on Robinson Avenue about four hundred feet; thence west on private property to Willow Avenue; thence north on Willow Avenue to Bennett Street; thence west on Bennett Street to Park Avenue; thence north on Park Avenue to the south line of the said

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Chicago & Western Dummy Ry. Co.—Cicero, 1879.

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right of way partly on private property and partly on North Street to the east line of Oak Park Avenue.

*Provided, however,* that if he or they desire to lay or run such railway through or upon private property, he or they shall first obtain the consent of the owner or owners thereof, and also

*Provided,* the said Charles R. Vandercook, his heirs, executors, administrators, associates or assigns, shall pay all damages to the owners of property abutting upon the said streets which they may sustain by reason of the location or construction of the said railroad thereon.

SECTION 2. The gauge of said Railway shall be four (4) feet and eight and one-half ( $8\frac{1}{2}$ ) inches wide, and the cars, carriages and engines to be used on said Railway track or tracks may be operated by steam, and the engines used thereon shall be such as are commonly called Dummy Engines.

SECTION 3. The track or tracks of said railway shall not be elevated above the surface of the street at any street crossing, and shall be laid of the modern “T” rail, and shall be so laid that carriages and other vehicles can easily and freely cross said track or tracks, switches and turn tables, at any and all street crossings without obstruction, and the said Charles R. Vandercook, his heirs, executors, administrators, associates and assigns, shall at all times keep that portion of the streets as shall be occupied by such tracks, switches and turn-tables in as good repair and condition as are the other portions of the streets on which said tracks are laid. Said road shall be so constructed that the ties or sleepers shall be sunk to the level of the surface of the streets, and the crossings of streets and sidewalks shall be planked with at least two-inch plank between and on either side of the rails.

SECTION 4. And the said Charles R. Vandercook, his heirs, executors, administrators, associates and assigns, shall save and keep harmless the said Town of Cicero of and from any and all loss, damages, and expense which it may sustain or be made liable for by reason of the construction, operation or maintenance of said railroad and its appurtenances, or by reason of any fault, carelessness,



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Chicago & Western Dummy Ry. Co.—Cicero, 1879.

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neglect or misconduct of the said Charles R. Vandercook, his heirs, executors, administrators or assigns, or his or their agents or servants in constructing, operating or maintaining said railroad and appurtenances, or by reason of any neglect or failure to comply with the provisions of this ordinance.

SECTION 5. The fare shall not exceed five cents to any and all points within said Town of Cicero.

SECTION 6. Cars shall commence running as early as 6 o'clock a. m. and through cars shall leave either terminus of said road as often as once in sixty (60) minutes until 11 o'clock at night.

SECTION 7. The rights and privileges and consent hereby granted to the said Charles R. Vandercook, his heirs, executors, administrators, associates and assigns, shall be forfeited to the said Town of Cicero unless said railway shall be fully completed and ready for use and in operation from the east line of the Town to said Oak Park Avenue in accordance with the terms hereof on or before the first day of November, A. D. 1879. Provided, however, that if the said Charles R. Vandercook, his heirs, executors, administrators, associates or assigns, should be delayed by order or injunction of any court the time of such delay shall be excluded and the same time in addition to the period above described shall be allowed for the completion of said Railway as that during which he or they may have been so delayed.

SECTION 8. If the said Charles R. Vandercook, his heirs, executors, administrators and assigns, at any time shall fail to operate said road as herein provided for the space of thirty days, or shall permit any final judgment obtained against said Town for damages occasioned by reason of the construction or operation of said road, or by reason of the negligence or misconduct of said Charles R. Vandercook, his heirs, executors, administrators, associates or assigns, in respect to the construction or operation of said Road shall remain unpaid for the space of twenty days, provided said Charles R. Vandercook, his heirs, executors, administrators, associates or assigns, shall have been duly cited in to defend the suit in which said judgment was rendered, then the said Charles R. Vandercook,

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his heirs, executors, administrators, associates or assigns, shall forfeit the rights hereby granted and the same shall cease and determine.

SECTION 9. The right to operate said railway shall extend to the first day of April, A. D. 1898, at which time the rights and privileges herein and hereby granted shall cease unless the same are further extended.

SECTION 10. The right is hereby reserved to regulate by ordinance the speed and the time and manner of running cars upon and operating said railroad, and also the right at all times to determine by ordinance on what portion of the said streets said tracks, side-tracks and turnouts shall be located and to require any change in the location upon said streets of said tracks, side tracks and turnouts the rights and privileges hereby granted shall at all times be subject to all police regulations and ordinances of a general nature that now are in force or may hereafter be passed.

SECTION 11. The said Charles R. Vandercook shall for himself, his heirs, executors, administrators and assigns, enter into a good and sufficient bond with security to the said Town of Cicero, in the penal sum of ten (10) thousand dollars to be approved by the Board of Trustees of the Town of Cicero conditioned for the faithful performance of all the terms and conditions herein contained and also conditioned as provided in Section four in this ordinance.

SECTION 12. This ordinance shall take effect and be in force as soon as the same shall have been accepted by the said Charles R. Vandercook and he shall have made and executed the Bond provided for herein in manner and form as hereinbefore required, and the same has been approved by said Board of Trustees.

*Bond and acceptance of foregoing ordinance approved and filed in the office of the Town Clerk of the Town of Cicero, June 28th, 1879.*



## AN ORDINANCE

IN RELATION TO THE CONSTRUCTION AND OPERATION OF A “ DUMMY RAILWAY ” IN THE TOWN OF CICERO.

[Passed August 20th, 1881.]

WHEREAS: The Board of Trustees of the Town of Cicero on the 26th day of April, A. D. 1879, passed an ordinance giving its permission and consent to Charles R. Vandercook, his heirs, executors and assigns, to lay down and operate a Dummy Railway with all necessary turnouts, turntables, side-tracks and switches on certain streets in said Town, and Whereas

The said Vandercook has sold and transferred such right and franchise to the Chicago and Western Dummy Railway Company.

*It is, therefore, ordained by the Board of Trustees of the said Town of Cicero:*

SECTION 1. That the powers and privileges given and granted to said Vandercook are hereby fully confirmed in and to the said Chicago and Western Dummy Railway Company, their successors and assigns, for a period of twenty years from and after the passage of this ordinance except as hereinafter specified and excepted.

SECTION 2. That premission and consent are hereby given and granted to the said Chicago and Western Dummy Railway Company, its successors or assigns, to lay down, operate and maintain a single track railway with all necessary and convenient turnouts, turntables, side tracks and switches upon and over and along the following named streets, avenues and directions, viz: Commencing on the west half of west Fortieth Street at the intersection of Madison Street and running thence north on west Fortieth Street to Randolph Street; thence west on Randolph Street to Robinson Avenue; thence north on Robinson Avenue about four hundred feet; thence west (over private property, the right to pass over which the said Vandercook claims he has obtained, and if not legally obtained they shall hereafter obtain by the consent of the owners



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Chicago & Western Dummy Ry. Co.—Cicero, 1881.

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or otherwise) to Willow Avenue; thence north on Willow Avenue to Bennett Street; thence west on Bennett Street (or sometimes called Randolph Street), the west line of Fourth Avenue in the Village of Austin; thence (over private property, the right to pass over which shall be acquired by said Company by agreement with the owners thereof or otherwise) to the east end of Park Avenue in the Village of Ridgeland; thence west on Park Avenue to Oak Park Avenue; thence north on Oak Park Avenue to the east end of Division Street in the Village of Oak Park; and thence west on Division Street to the west line of the Town of Cicero, and also to cross all streets, alleys and highways between the termini of said route in this section mentioned. And wherein the route in this section mentioned differs from that described in the said Ordinance granting like privileges to the said Vandercook, passed on the 26th day of April, A. D. 1879, the route herein described shall be taken as in lieu thereof, and the rights to the other route are hereby repealed and declared null and void, and no longer in force, and the acceptance hereof by said Company shall be taken as its acquiescence herein,

Provided said Company shall, and the above consent is given and granted upon the express condition that the said Company and its successors and assigns shall pay all damages to the owners of property abutting upon the said streets and highways which they may sustain by reason of the location or construction of the said railroad thereon.

SECTION 3. The gauge of said Railway shall be four (4) feet and eight and one-half ( $8\frac{1}{2}$ ) inches wide, and the cars, carriages and engines to be used on said railway track or tracks may be operated by steam, and the engines used thereon shall be such as are commonly called "Dummy Engines."

SECTION 4. The track or tracks of said Railway shall not be elevated above the surface of the street at any street crossings, and shall be laid of modern "T" rail, and shall be so laid that carriages and other vehicles can easily and freely cross said track or tracks, and any and all street and alley crossings without obstruc-

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Chicago & Western Dummy Ry. Co.—Cicero, 1881.

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tion, and the said company, its successors and assigns, shall at all times keep that portion of the street which shall be occupied by such tracks, switches and turntables in as good repair and condition as are the other portions of the streets on which said tracks are laid. Said road shall be so constructed that the ties or sleepers shall be sunk to a level of the surface of the street, and the crossings of the streets and sidewalks shall be planked with at least two inch plank between and on either side of the rails.

SECTION 5. And the said company and its successors and assigns shall save and keep harmless the said Town of Cicero of and from any and all loss, damages and expense which it may sustain or be made liable for by reason of the construction or maintenance of the said railroad and its appurtenances, or by reason of any fault, carelessness, neglect or misconduct of the said company and its successors and assigns, or its agents or servants in constructing, operating and maintaining said railroad and its appurtenances, or by reason of any neglect or failure to comply with the provisions of this ordinance.

SECTION 6. The said company and its successors and assigns shall not be allowed to charge more than ten cents for any one passenger to any and all points within the limit of the said Town of Cicero.

SECTION 7. The right to operate the said railroad shall extend to first day of July, A. D. 1901, at which time the rights and privileges herein and hereby granted shall cease unless the same are further extended.

SECTION 8. The right is hereby reserved to regulate by ordinance the speed and the time and manner of running cars upon and operating said railroad, and also the right at all times to determine by ordinance in what portion of the said streets said track, side track and (turntables) turnouts shall be located, and to regulate and change the same.

SECTION 9. The rights and privileges hereby granted shall at all times be subject to the police regulations, powers and ordinances of said Town.

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Chicago & Western Dummy Ry. Co.—Cicero, 1881.

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SECTION 10. It shall be the duty of the said Company and its successors and assigns to keep all culverts under its tracks free from all obstructions at all times, and to build such culverts under its tracks of the kind, character and description as the said Board of Trustees shall from time to time direct, and the acceptance of the rights and franchises granted by this ordinance by said company shall be held to be as its consent to the obligations in this section mentioned.

SECTION 11. This ordinance shall take effect and be in force from and after its passage.



## AN ORDINANCE

AUTHORIZING THE CONSTRUCTION AND OPERATION OF A DUMMY RAILWAY ON THE EAST SIDE OF HARLEM AVENUE FROM DIVISION STREET TO HARRISON STREET IN THE TOWN OF CICERO.

[Passed May 13th, 1882.]

*Be it ordained by the Board of Trustees of the Town of Cicero :*

SECTION 1. That permission and consent be, and are hereby given and granted to the Chicago and Western Dummy Railway Company, its successors or assigns to lay down, operate and maintain a single track dummy railway with all necessary and convenient turnouts, side tracks and switches upon, over and along the east side of Harlem Avenue from Division Street to Harrison Street but no side tracks, turnouts or switches shall be laid north of Madison Street in the Town of Cicero.

SECTION 2. The gauge of said railway shall be four (4) feet eight and one-half ( $8\frac{1}{2}$ ) inches wide and the cars, carriages and engines to be used on said railway track may be operated by steam, and the engines used thereon shall be such as are commonly called "Dummy Engines."

SECTION 3. The track or tracks of said railway shall not be elevated above the surface of the street at any street crossing, and shall be laid of modern "T" Rail, and shall be so laid that carriages and other vehicles can easily and freely cross said tracks at any and all street crossings and alley crossings in any and all directions without obstruction. Said road shall be so constructed that its ties or sleepers shall be sunk to a level of the surface of the street, and the crossings of all streets and alleys shall be planked with at least two inch plank between and on either side of the rails.

SECTION 4. The franchise and privileges hereby granted are given and granted upon the express condition that all trains run on said railway shall come to a full stop each way before making the turn at the corner of Division Street and Harlem Avenue, and that

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Chicago & Western Dummy Ry. Co.—Cicero, 1882.

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the said company shall plank the center of its tracks and either side thereof on Division Street from Maple Avenue to Harlem Avenue, and on Harlem Avenue from Division Street to Madison Street with at least two inch plank well laid so that vehicles may pass over said track at all times in any direction without obstruction, and that the said company shall gravel to the depth of eighteen inches such portions of Division Street as lies between Maple Avenue and Harlem Avenue and Harlem Avenue between Division Street and Madison Street from the track to the sidewalk as are not planked and that the said company shall construct a twelve (12) inch tile sewer on both sides of Division Street from Harlem Avenue to Maple Avenue and connect the same with the sewer now on Maple Avenue, and also a twelve inch tile sewer on the east side of Harlem Avenue from Division Street to Madison Street, all of said work to be done within the time the Board of Trustees of said Town may direct, and to the satisfaction of said Board, and that the curve at the corner of Division Street and Harlem Avenue shall at no point approach nearer than twenty feet to the north or south line of Division Street between Maple Avenue and Harlem Avenue, and should this condition be disregarded the owners of the adjacent property are hereby expressly licensed to enter upon and remove so much of said track as shall be laid contrary to the conditions hereof, and all of said work to be done within the time prescribed by the Board of Trustees of said Town. It shall be the duty of said company to keep all of said work at all times in good order and condition and the right of said company to exercise the powers and franchises hereby granted shall be contingent upon its complying with all the conditions and provisions of this ordinance.

SECTION 5. The said company and its successors and assigns shall save and keep harmless the said Town of and from any and all loss, damage and expense which it may sustain or be made liable for by reason of the construction of the said railway or its appurtenances or by reason of any fault, carelessness, neglect or misconduct of the said company or its successors or assigns or its agents or servants in constructing, operating or maintaining said



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Chicago & Western Dummy Ry. Co.—Cicero, 1882.

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railway and its appurtenances or by reason of any neglect or failure to comply with the provisions of this ordinance.

SECTION 6. The rights and powers, franchises and privileges, hereby granted are to be taken and considered as a part of and belonging and appertaining to the like rights, powers, franchises and privileges heretofore granted to said company in other streets and highways in said Town.

SECTION 7. The right to operate said railway shall extend to the 1st day of July, A. D. 1901, at which time the rights and privileges herein and hereby given and granted shall cease unless the same are further extended.

SECTION 8. The right is hereby reserved to regulate by ordinance the speed and the time and the manner of running cars upon and operating said railway, and also the right at all times to determine, by ordinance, in what portion of said street said track, side track, turnouts and switches shall be located and to regulate and change the same.

SECTION 9. The rights and privileges hereby granted shall at all times be subject to the police regulations, powers and ordinances of said Town.

SECTION 10. It shall be the duty of the said company and its successors and assigns, to keep all culverts under its tracks free from all obstructions at all times, and to build such culverts under its tracks of the kind, character and description as the said Board of Trustees shall from time to time direct, and the acceptance of the rights and franchises hereby granted by this ordinance by said company shall be held to be its consent to the obligations in this ordinance contained.

SECTION 11. The powers and privileges hereby granted are given and granted upon the express condition that the said company shall pay all damages to the owners of the property abutting upon said Harlem Avenue which may be sustained by reason of the location of said railway.

SECTION 12. This ordinance shall be in force from and after its passage.



## RESOLUTION

OF THE BOARD OF COMMISSIONERS OF COOK COUNTY, AUTHORIZING  
CONSTRUCTION OF THE CHICAGO AND WESTERN DUMMY  
RAILWAY IN THE TOWN OF PROVISO.

[Passed November 20th, 1882.]\*

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*Resolved: 1.* That permission and consent are hereby given and granted to the Chicago and Western Dummy Railway Company, its successors and assigns, to lay down, operate and maintain a single dummy railway track, with all necessary and convenient turn-outs, turn-tables, side-tracks and switches, upon, over and along the following named streets, avenues and directions, viz: Commencing at the east end of Sterling street, in the town of Proviso, and running thence to the west end of said street in said town, and to cross Madison street at some convenient point, at or near Concordia Cemetery.

2. The gauge of said railway shall be four (4) feet and eight and a half ( $8\frac{1}{2}$ ) inches, and the cars, carriages and engines to be used on said dummy railway track or tracks, may be operated by steam. And the engines used thereon shall be such as are commonly called "Dummy Engines."

3. The track or tracks of said railway shall not be elevated above the surface of the street at any street crossing, and shall be laid of modern "T" rail, and shall be so laid that carriages and other vehicles can easily and freely cross said track or tracks, switches and turn-tables, at any and all street crossings, without obstruction.

And the said company, its successors and assigns, shall at all times keep that portion of the streets which shall be occupied by such tracks, switches and turn-tables in as good repair and condition as are the other portions of the streets on which said tracks are laid. Said road shall be so constructed that the ties or sleep-

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\* The territory covered by this ordinance is now included within the municipal limits of the Village of Harlem.

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Chicago & Western Dummy Ry. Co.—Proviso.

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ers shall be sunk to a level of the surface of the street. And the crossings of the streets and sidewalks shall be planked with at least two inch plank between and on either side of the rails. And all street and sidewalk approaches to the track of said company shall be built by said company, and by it kept in good order and condition as the same may from time to time be ordered by the County Board of Cook County or the Highway Commissioners of said town of Proviso.

4. And the said company and its successors and assigns shall save and keep harmless the said County of Cook, of and from any and all loss, damages and expenses which it may sustain or be made liable for by reason of the construction or maintenance of the said railroad and its appurtenances, or by reason of any fault, carelessness, neglect or misconduct of the said company and its successors and assigns, or its agents or servants, in constructing, operating and maintaining such railroad and its appurtenances; or by reason of any neglect or failure to comply with the provisions hereof.

5. The said company and its successors and assigns shall not be allowed to charge more than five (5) cents for any one passenger between any and all points from the east end of the right of way hereby granted to any of the Cemeteries to which said company may run its track.

6. The right to operate said railroad shall extend to the first day of July, A. D. 1901 (that being the time limited by its charter), at which time the rights and privileges herein and hereby granted shall cease, unless the same are further extended.

7. The right is hereby reserved to regulate the speed and the time and manner of running cars upon and operating said railroad, and also the right at all times to determine in what portion of the said streets said track, side-track and turnouts shall be located and to regulate and change the same.

8. The rights and privileges hereby granted shall at all times be subject to the police regulations and powers of said County, and the Highway Commissioners of the town of Proviso.

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Chicago & Western Dummy Ry. Co.—Proviso.

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9. It shall be the duty of the said company and its successors and assigns to keep all culverts under its track free from all obstructions at all times, and to build such culverts under its tracks of the kind, character and description as the said County Board or said Highway Commissioners shall from time to time direct, and the acceptance of the rights and franchises hereby granted by said company shall be held to be as its consent to the obligations herein mentioned.

10. The powers and privileges hereby granted are given and granted upon the express condition that the said company will pay all damages to owners of property abutting upon said streets, roads, highways or public grounds upon or over which said dummy railway is to be constructed, which may be sustained by reason of the location or construction of said dummy railway.



## AN ORDINANCE

IN RELATION TO THE CONSTRUCTION AND OPERATION OF A DUMMY  
RAILWAY IN THE VILLAGE OF RIVER FOREST.

[Passed May 7th, 1883.]

*Be it ordained by the President and Board of Trustees of the Village of River Forest.*

SECTION 1. That permission and consent are hereby given and granted to the Chicago and Western Dummy Railway Company, its successors and assigns, to lay down and operate and maintain a single dummy railway track with all necessary and convenient turn-outs, side-tracks, switches and curves upon, over and along the following named streets, highways and directions, viz:

Commencing at the east end of Elm Street in Elizabeth M. Ransoms and others Subdivision of the west half of the east half of the South-west quarter of Section Twelve (12,) in Township Thirty-nine (39,) North Range Twelve (12,) East of the Third (3rd) Principal Meridian, (the said street being the centre east and west street in Subdivision) and running thence west to Magnolia Street in said Village and thence with a curve on said Magnolia Street to the center line of Madison Street.

SECTION 2. The gauge of said railway shall be four (4) feet and eight and one-half inches ( $8\frac{1}{2}$ ) and the cars, carriages and engines to be used on said Dummy Railway may be operated by steam, and the engines used thereon shall be such as are commonly called "Dummy Engines."

SECTION 3. The track of the said railway shall not be elevated above the surface of the street at any and all street and alley crossings, and shall be laid of modern "T" rail and shall be so laid that carriages and other vehicles can easily and freely cross said track, switches or side-tracks at any and all street crossings without obstruction; and the said company, its successors and assigns, shall at all times keep that portion of the streets which shall be occupied by the tracks of said company in as good repair, state

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Chicago & Western Dummy Ry. Co.—River Forest.

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and condition as are the other portions of the said streets on which said tracks are laid, and the said company shall at all times comply with all orders and Ordinances in regard to the highways of said Village and the improvements thereof.

SECTION 4. The said Company and its successors and assigns shall save and keep harmless the said Village of and from any and all loss, damage and expense which it may sustain or be made liable for by reason of the construction or maintenance of the said railway and its appurtenances or by reason of any fault, carelessness, negligence or misconduct of the said Company or its successors or assigns, or its or their agents or servants in constructing, operating and maintaining such railway and its appurtenances or by reason of any neglect or failure to comply with any of the provisions hereof.

SECTION 5. The right to operate and maintain said railway shall extend to the first day of July, A. D. 1901 (that being the time limited by its charter), at which time the rights and privileges hereby granted shall cease unless the same are further extended.

SECTION 6. The rights and privileges hereby granted shall at all times be subject to the police regulations and powers of said Village.

SECTION 7. The powers and privileges hereby granted are given and granted upon the express condition that the said Company will pay all damages to the owners of property abutting upon the said streets upon and over which the said dummy railway shall be laid which may be sustained by reason of the location or construction of said dummy railway.

SECTION 8. The right to alter or amend this Ordinance is hereby expressly reserved by the said President and Board of Trustees of the said Village at any and all times.

SECTION 9. This Ordinance shall be in force from and after its passage, *Provided, however*, that the said Company build said road within one year from the date of the passage hereof and that said Company build a suitable depot at the corner of Elm and Magnolia Streets.

## AN ORDINANCE

CONCERNING THE CHICAGO, HARLEM AND BATAVIA RAILWAY  
COMPANY.

[Passed October 5th, 1887.]

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*Be it ordained by the Board of Trustees of the Town of Cicero :*

SECTION 1. That, in addition to the rights, privileges and franchises heretofore conferred upon the Chicago and Western Dummy Railway Company, by an ordinance passed August 20, 1881, entitled, "An ordinance in relation to the construction and operation of a dummy railway in the Town of Cicero," which rights, privileges and franchises are hereby vested in and confirmed to the Chicago, Harlem and Batavia Railway Company, its successors or assigns, the further right is hereby given to said Chicago, Harlem and Batavia Railway Company, its successors and assigns, to maintain and operate a suburban passenger railway along the route prescribed in said ordinance of August 20, 1881, and the right to connect its track or tracks as now laid, or as they may hereafter be laid, with the track or tracks of the Chicago and Great Western Railroad Company over property which it may hereafter own or control at some convenient point, to be agreed upon by said companies, between Fortieth Street and Forty-sixth Street, in the Town of Cicero, and the right for that purpose, using no greater curve than twelve degrees, to cross all necessary streets, alleys and public places, together with the right to straighten or render practicable all existing curves in said right of way or tracks, solely and only upon the terms, conditions, duties and obligations hereinafter in this ordinance set forth, and not upon any other terms, conditions, duties or obligations.

Said company shall have the right to construct, maintain and operate, upon substantially the present grade of the existing track, a railroad with one or two tracks, with the necessary switches and turnouts; but no turnouts shall be constructed where a double track is used, parallel with said double track, and where a double



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Chicago, Harlem & Batavia Ry. Co.—Cicero.

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main track is used the center line between such tracks shall, as near as practicable, be the center line of said street, from a point of junction with said Great Western tracks, northerly and westerly, to the west limits of said Town of Cicero.

SECTION 2. In operating said road within the limits of the Town of Cicero, all locomotives shall use hard coal, or other equally smokeless motive power, except that in case of accidents, the disablement of the regular locomotives or the obstruction of the tracks from any cause or for purposes of construction or repair, soft coal locomotives may be used temporarily, but in no other case.

It shall be the duty of said company to put in and keep and maintain in good order and repair, all traveled street crossings now existing or that hereafter may be made, said crossings to be the full width of the street, including sidewalks. Where the track or tracks of said company shall occupy a street or any part thereof lengthwise, said company shall, upon being notified by the board, fill up ditches and widen such part of the roadway of the street, and gravel the same to the satisfaction of the board, as may be necessary to allow the passage of vehicles on each side of said track or tracks, but not beyond the sidewalk line, using tile to drain ditches when necessary.

It shall also be the duty of said company, either to put up, maintain and operate suitable safety gates, or to station flagmen at any and all street crossings where necessary and ordered by the board, and to put in and keep in good repair such culverts under the tracks of said company as may be ordered by said board upon streets crossing said right of way.

Said company shall, when so ordered by the Board of Trustees, construct and keep in good order and repair such ditches or drains along its "right of way," as may be deemed necessary by the Board of Trustees, for suitable local drainage, and in case the Board of Trustees should, in pursuance of any plan now existing or that may hereafter be adopted, for the general drainage of the Town of Cicero, or any section thereof, deem it desirable to occupy and use

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Chicago, Harlem & Batavia Ry. Co.—Cicero.

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any ditch or drain constructed for local drainage as aforesaid, or the land where the same should be constructed under the terms of this ordinance, or shall deem it necessary in pursuance of said plans to cross the right of way of said company within the limits of the franchises herein granted, it shall have the right so to do, and the same is hereby vested in said town free of all charge, condition or expense, and whenever any street shall hereafter be opened for travel crossing said right of way, the town shall have the right, free of all expense, to continue or extend said street across the aforesaid right of way, but not depot grounds, and for that purpose license is hereby reserved to the town to enter upon the land of said company and construct such street, the company to construct and maintain the crossing thereof, as hereinbefore provided; but no work shall be done upon or under the roadbed of said company except in conjunction with the chief engineer or other proper officer of said company, who shall attend to the matter as soon as notified by the board.

All commutation tickets good for a definite number of rides, purchased by residents of the territory now comprising the Town of Cicero, shall be good when presented by the person purchasing the same for himself, and for any and all guests of his, and for any and all members of his family who may accompany him.

Whenever, under any of the terms of this ordinance, any duty or obligation is imposed upon said company, and it shall neglect or refuse to discharge the same, the town may serve a notice upon said company specifying therein the neglected or refused duty or obligation, and shall call upon the company to discharge the same, and, if after serving such notice, said company shall neglect or refuse for thirty days to comply with such call, the town shall have the right to enter upon the premises of said company, and do and perform all things necessary to the discharge of such duty or obligation and charge all costs and expenses thereof to said company, and all moneys paid or obligations incurred by said town in such behalf, shall be an immediate demand against and be paid by said company. The rights hereby given shall not be deemed a substi-



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Chicago, Harlem & Batavia Ry. Co.—Cicero.

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tute for, but an addition to any other rights or remedies the town may have to enforce obligations under this ordinance.

All notices required by the terms of this ordinance to be served upon said company, may be served by leaving a copy thereof with the President, if he can be found in the County of Cook, or, if he shall not be so found, then by leaving a copy with any clerk, secretary, superintendent, general agent, cashier, director, engineer, conductor or station agent in the employ of said company. And a return under oath upon a copy or original of a notice so served by the person serving the same shall be *prima facie* evidence that the statements made in such return are true.

The word street as herein used shall include street, avenue, alley, court, park or other public thoroughfare, and the word person shall include persons, firms or corporations, and the masculine shall include the feminine.

SECTION 3. The rights and privileges herein granted to said company are upon the express condition that it shall, in all respects, well and truly comply with all and singular the terms, conditions and stipulations of this ordinance, imposing terms, duties or obligations upon it, and upon its failure so to do for a reasonable time after such default shall be determined by a court of competent jurisdiction, then the Town may, if it so elects, and it hereby reserves the right so to do, enter upon the premises of said company and oust, divest and deprive it of all and singular the rights and privileges herein granted, reinvesting itself with all the rights it had before this ordinance was passed, and relegating said Company to the condition that existed before rights hereunder were acquired.

SECTION 4. That all the rights and privileges herein conveyed to said company shall cease and terminate, and this ordinance become void and of no effect in behalf of said company, unless the same or its successors or assigns shall, within one year after the passage hereof (unavoidable delays by injunctions, strikes or otherwise, being excepted from said limit of one year), run passenger trains regularly between the western limits of the Town of Cicero



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Chicago, Harlem & Batavia Ry. Co.—Cicero.

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and the general passenger depot of the Chicago and Great Western Railway Company, in the City of Chicago, over the route herein and in other ordinances described, and it is expressly understood, and the grants hereinbefore set forth are made upon the further express condition, that no freight trains shall be allowed to run over said route, or any part thereof, but that said company shall transact exclusively a suburban passenger business and no other over the same.

SECTION 5. This ordinance is granted upon the still further express condition that said company shall indemnify, hold and save harmless said town from all costs, charges, expenses or damages to persons or property, arising directly or indirectly through the passage of this ordinance, or the exercise of any rights or privileges thereunder.

SECTION 6. That this ordinance be in full force and effect from and after its passage and a written acceptance of the same by said company.

#### ACCEPTANCE OF THE FOREGOING ORDINANCE.

CHICAGO, October 8th, 1887.

*To the Board of Trustees of the Town of Cicero, Cook County, Illinois:*

The Chicago, Harlem and Batavia Railway Company hereby signifies its acceptance of an ordinance entitled “An ordinance concerning the Chicago, Harlem and Batavia Railway Company,” passed by the Town Board of Cicero the 5th day of October A. D. 1887, upon the conditions in said ordinance expressed.

A. C. LAUSTEN,  
*President.*

[SEAL OF COMPANY.]

Attest:

MAX FROELICH,  
*Secretary.*

Filed in the office of the Town Clerk of the Town of Cicero,  
October 8th, 1887.

## AN ORDINANCE

TO AMEND AN ORDINANCE ENTITLED “ AN ORDINANCE CONCERNING THE CHICAGO, HARLEM AND BATAVIA RAILWAY COMPANY,” PASSED OCTOBER 5TH, 1887.

[Passed November 5th, 1887.]

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*Be it ordained by the Board of Trustees of the Town of Cicero :*

SECTION 1. That an ordinance entitled “ An Ordinance concerning the Chicago, Harlem and Batavia Railway Company,” passed October 5th, 1887, be, and the same is hereby amended so that in addition to the rights and privileges conferred upon said Company by said Ordinance, permission and authority be, and the same are hereby granted to the Chicago, Harlem and Batavia Railway Company, its successors or assigns, to lay down, maintain and operate a railroad with one or two tracks on Crawford Avenue, otherwise called Fortieth Street, in the Town of Cicero, from Randolph Street, southerly to the south limits of said Town.

SECTION 2. This Ordinance is granted upon the still further express condition that said Company shall indemnify, hold and save harmless said Town, from all costs, charges, expenses or damages to persons or property, arising directly or indirectly through the passage of this Ordinance, or the exercise of any rights or privileges thereunder.

SECTION 3. That this ordinance be in full force and effect from and after its passage, and a written acceptance of the same by said Company.

## ACCEPTANCE OF FOREGOING ORDINANCE.

CHICAGO, Nov. 5th, 1887.

*To the Board of Trustees of the Town of Cicero :*

The Chicago, Harlem and Batavia Railway Company hereby signifies its acceptance of an ordinance entitled, “ An Ordinance to amend an ordinance entitled ‘ an ordinance concerning the Chi-

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Chicago, Harlem & Batavia Ry. Co.—Cicero.

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cago, Harlem and Batavia Railway Company,' passed October 5, 1887," passed by your Board November 5, 1887.

Yours respectfully,

THE CHICAGO, HARLEM & B. RY. CO.

EDWARD G. UIHLEIN,

*Vice President.*

[SEAL.]

Attest:

MAX FROELICH,

*Secretary.*

Filed in the office of the Town Clerk of the Town of Cicero, November 5th, 1887.



## AN ORDINANCE

CONCERNING THE CHICAGO, HARLEM AND BATAVIA RAILWAY  
COMPANY.

[Passed October 10th, 1887.]

*Be it ordained by the President and Board of Trustees of the Village of Harlem:*

SECTION 1. That, in addition to the rights, privileges and franchises heretofore conferred upon the Chicago and Western Dummy Railroad Company by a Resolution adopted by the Board of County Commissioners of Cook County, November 20, 1882, which rights, privileges, and franchises are hereby vested in the Chicago, Harlem and Batavia Railway Company, its successors and assigns, the further right is hereby given to said Chicago, Harlem and Batavia Railway Company, its successors and assigns, to maintain and operate a suburban passenger railway along the route prescribed in said Resolution of November 20, 1882, solely and upon the terms, conditions, duties and obligations hereinafter in this Ordinance set forth, and not upon any other terms, conditions, duties and obligations.

Said Company, and its successors or assigns, shall have the right to construct, maintain and operate, upon substantially the present grade of the existing track, a railroad, with one or two tracks, with the necessary switches and turnouts; but no turnouts shall be constructed where a double track is used, parallel with said double track, and where a double main track is used, the center line between such tracks shall, as near as practical, be the center line of said Sterling Street.

SECTION 2. In operating said road within the limits of the Village of Harlem, all locomotives shall use hard coal, or other equally smokeless motive power, except that in case of accidents, the disablement of the regular locomotives or the obstruction of the tracks from any cause or for purposes of construction or repair, soft coal locomotives may be used temporarily, but in no other case.

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Chicago, Harlem & Batavia Ry. Co.—Harlem.

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Said Company, and its successors or assigns, shall also have the right to construct, maintain and operate its said Railroad with one or two tracks upon substantially the same grade as its existing track over and across that part of Madison Street now occupied and used by said Company in said Village of Harlem, thence southerly to the present terminus of said Company's tracks, and thence southerly to the southern limits of Harlem over and upon any land now owned by said Company, or that hereafter may be owned or controlled by said Company; *Provided*, said Company shall construct and keep in good order and repair such ditches or drains along such right of way as may be deemed necessary by the Board of Trustees of said Village of Harlem, for suitable drainage, and in constructing said Railroad on the route aforesaid, the right to cross all streets, alleys and public places.

It shall be the duty of said Company to put in, and keep and maintain in good order and repair, all traveled street crossings now existing, or that hereafter may be made, said crossings to be the full width of the street, including sidewalks. And said Company shall, upon being notified by the Board, fill up ditches and widen such part of the roadway of said Sterling Street, and gravel the same to the satisfaction of the Board, as may be necessary to allow the passage of vehicles on each side of said track, or tracks, but not beyond the sidewalk line, using tile to drain ditches when necessary, and of such size and quality as may be ordered by the Board.

It shall be the duty of said Company, either to put up, maintain and operate suitable safety gates, or to station flagmen at any and all Street crossings where necessary and ordered by the Board, and to put in and keep in good repair such culverts under the tracks of said Company as may be ordered by said Board upon streets crossing said right of way.

Said Company shall, when so ordered by the Board of Trustees, construct and keep in good order and repair such ditches or drains along "its right of way" as may be deemed necessary by the Board of Trustees, for suitable local drainage, and in case the Board of Trustees should in pursuance of any plan now existing, or that may



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Chicago, Harlem & Batavia Ry. Co.—Harlem.

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hereafter be adopted, for the general drainage of said Village of Harlem, or any section thereof, deem it desirable to occupy and use any ditch or drain constructed for local drainage as aforesaid, or the land where the same should be constructed under the terms of this Ordinance, or shall deem it necessary in pursuance of said plans to cross the right of way of said Company within the limits of the franchises herein granted, it shall have the right to do so, and the same is hereby vested in said Village of Harlem, free of all charge, condition or expense, and whenever any street shall hereafter be opened for travel crossing said right of way, said Village of Harlem shall have the right, free of all expense, to continue or extend said street across the aforesaid right of way, but not depot grounds and for that purpose license is hereby reserved in the Village of Harlem to enter upon the land of said Company and construct said street, the Company to construct and maintain the crossing thereof, as hereinbefore provided; but no work shall be done upon or under the roadbed of said Company except in conjunction with the Chief Engineer or other proper officers of said Company, who shall attend to the matter as soon as notified by the Board.

And these rights, privileges and franchises are granted upon the express condition that said Chicago, Harlem and Batavia Railway Company, its successors or assigns, shall construct and maintain a substantial and suitable railway station for the use of the public and for the sale of tickets at or near Des Plaines Avenue in said Village of Harlem, and that all passenger trains of said railway shall stop at said station.

All commutation tickets good for a definite number of rides, purchased by residents of the territory now comprising the Village of Harlem, shall be good when presented by the person purchasing the same for himself, and for any and all guests of his, and for any and all members of his family who may accompany him; and the commutation rates from Chicago to any and all stations in the Village of Harlem shall be pro rata with rates charged by said Company to stations between Chicago and the Village of Harlem; and



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Chicago, Harlem & Batavia Ry. Co.—Harlem.

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no discrimination shall be made against the Village of Harlem, in matter of commutation rates.

The word person shall include persons, firms or corporations, and the masculine shall include the feminine.

Whenever under any of the terms of this ordinance, any duty or obligation is imposed upon said Company and it shall neglect or refuse to discharge the same, the Village of Harlem may serve a notice upon said Company specifying therein the neglected or refused duty or obligation, and call upon the Company to discharge the same, and, if after serving such notice, said Company shall neglect or refuse for thirty days to comply with such call, the Village of Harlem shall have the right to enter upon the premises of said Company, and do and perform all things necessary to the discharge of such duty or obligation, and charge all costs and expenses thereof to said Company, and all moneys paid or obligations incurred by said Village in such behalf, shall be an immediate demand against and be paid by said Company. The rights hereby given shall not be deemed a substitute for, but an addition to any other rights or remedies the Village of Harlem may have to enforce obligations under this Ordinance.

All notices required by the terms of this Ordinance to be served upon said Company, may be served by leaving a copy thereof with the President, if he can be found in the County of Cook, or, if he shall not be so found, then by leaving a copy with any Clerk, Secretary, Superintendent, General Agent, Cashier, Director, Engineer, Conductor or Station Agent in the employ of said Company. And a return under oath upon a copy or original of a notice so served by the person serving the same shall be *prima facie* evidence that the statements made in such return are true.

SECTION 3. The rights and privileges herein granted to said Company are upon the express condition that it shall, in all respects well and truly comply with all and singular the terms, conditions and stipulations of this Ordinance, imposing terms, duties and obligations upon it, and upon its failure so to do for a reasonable time after such default shall be determined by a Court of

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competent jurisdiction, then the Village of Harlem may if it so elects, and it hereby reserves the right so to do, enter upon the premises of said Company and oust, divest and deprive it of all and singular the rights, and privileges herein granted, re-investing itself with all the rights it had before this Ordinance was passed and relegating said Company to the conditions that existed before rights hereunder were acquired.

SECTION 4. That all the rights and privileges herein conveyed to said Company shall cease and determine, and this Ordinance become void and of no effect in behalf of said Company, unless the same or its successors or assigns shall, within one year after the passing hereof (unavoidable delay by injunctions, strikes, or otherwise, being excepted from said limit of one year), run passenger trains regularly between the Western limits of the Village of Harlem and the Eastern limits of the Village of Harlem, over the route herein and in said Resolution described, and it is expressly understood, and the grants herein set forth are made upon the further express condition, that no freight trains shall be allowed to run over said route or any part thereof, but that said Company shall transact exclusively a suburban passenger business and no other over the same.

SECTION 5. This ordinance is granted upon the still further express condition that said Company shall indemnify, hold and save harmless said Village of Harlem from all costs, charges, expenses or damages to persons or property, arising directly or indirectly through the passage of this ordinance, or the exercise of any rights or privileges thereunder.

SECTION 6. That this Ordinance be in full force and effect from and after its passage and after a written acceptance of the same by said Company.

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Chicago, Harlem & Batavia Ry. Co.—Harlem.

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ACCEPTANCE OF THE FOREGOING ORDINANCE.

CHICAGO, October 10, 1887.

*To the President and Board of Trustees of the Village of Harlem,  
Cook County, Ill.:*

The Chicago, Harlem and Batavia Railway Company hereby signifies its acceptance of an Ordinance entitled “An Ordinance concerning the Chicago, Harlem and Batavia Railway Company,” passed by the President and Board of Trustees of the Village of Harlem, the 10th day of October, A. D. 1887, upon the conditions in said Ordinance expressed.

A. C. LAUSTEN,  
*President.*

Attest:

MAX FROELICH,  
*Secretary.*

Filed in the office of the Village Clerk of the Village of Harlem,  
October 10th, 1887.



## AN ORDINANCE

CONCERNING THE CHICAGO, HARLEM AND BATAVIA RAILWAY  
COMPANY.[Passed December 1st, 1887.]

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*Be it ordained by the President and Board of Trustees of the Village of River Forest:*

SECTION 1. That in addition to the rights, privileges and franchises heretofore conferred upon the Chicago and Western Dummy Railway Company by an Ordinance entitled: An Ordinance in relation to the construction and operation of a Dummy Railway in the Village of River Forest, passed May 7th, 1883, and approved May 7th, 1883, which rights, privileges and franchises are hereby vested in and confirmed to the Chicago, Harlem and Batavia Railway Company, its successors or assigns, the further right is hereby given to the said Chicago, Harlem and Batavia Railway Company, its successors and assigns, to construct, maintain and operate a passenger railroad consisting of not more than two tracks with all necessary switches along the route hereinafter described solely and only upon the terms, conditions, duties and obligations hereinafter in this Ordinance set forth, and not upon any other terms, conditions, duties and obligations. Said Company shall have the right to construct, maintain and operate a railroad consisting of not more than two tracks upon substantially the present grade of the existing track from a point on the Eastern limits of the Village of River Forest at the western terminus of Sterling Street upon any land which said Company now owns or controls, or may hereafter own or control and in, along and upon Elm Street as it now is or hereafter may be platted, to the west line of East half of South West quarter of section twelve, Township thirty-nine, in said Village; thence southerly along east side of said west line of said quarter section and within one hundred feet thereof, and in, along and upon Magnolia Street as it now is or hereafter may be platted to the south limits of said Village of River Forest; said Company

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Chicago, Harlem & Batavia Ry. Co.—River Forest.

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shall have the right to construct, maintain and operate the said railroad upon any land which the said Company now owns or controls or hereafter may acquire, from the west line of said east half of said south-west quarter of said section twelve, west and north to the Chicago and Wisconsin Railroad right of way to a point south of the south line of Hawthorne Avenue so as to form a connection therewith, and it shall be the duty of said Chicago, Harlem and Batavia Railway Company to make said connection as aforesaid, together with the right to cross all necessary streets, alleys and public places using curve at Elm Street and Magnolia Street, and at place of connection with the track of said Chicago and Wisconsin Railroad Company.

SECTION 2. In operating said road within the limits of the said Village of River Forest, it shall be the duty of said company, its grantees, lessees, successors and assigns, to use exclusively on all locomotives hard coal or other equally smokeless motive power, except that in case of accidents the disablement of the regular locomotives or the obstruction of the tracks from any cause, or for purposes of construction or repair, soft coal locomotives may be used temporarily, but in no other case; it shall be the duty of said company, its grantees, lessees, successors and assigns, at its or their own expense to put in and keep and maintain in good order and repair, all street crossings now existing or that hereafter may be made; said crossings to be the full width of the street and including sidewalks where the track or tracks of said Company shall occupy a street or any part thereof lengthwise; said Company shall, upon being notified by the Board of Trustees of said Village fill up ditches and widen such part of the roadway of the street and gravel the same to the satisfaction of said Board as may be necessary to allow the passage of vehicles on each side of said track or tracks, but not beyond the sidewalk line. It shall also be the duty of said Company, its grantees, lessees, successors and assigns, without expense to the Village either to put up, maintain and operate suitable safety gates or to station flagmen at any or all crossings or both where ordered by the Board of Trustees of said Village, and to put



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Chicago, Harlem & Batavia Ry. Co.—River Forest.

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in and keep in good repair such culverts under the tracks of said Company as may be ordered by said Board upon any streets that now or may hereafter cross said right of way without expense to said Village. It shall be the duty of said Company, its grantees, lessees, successors and assigns at said Company's own expense, when ordered by the Board of Trustees of said Village, to construct and keep in good repair such ditches or drains along its right of way as may be deemed necessary by the Board of Trustees of said Village for suitable local drains, and in case the Board of Trustees of said Village should in pursuance of any plan now existing or that may hereafter be adopted for the general drainage of the Village of River Forest or any section thereof deem it desirable to occupy and use any ditch or drain constructed for local drainage as aforesaid or the land where the same should be constructed under the terms of this Ordinance, or shall deem it necessary in pursuance of said plans to cross the right of way of said Company within the limits of the franchises herein granted it shall have the right to do so, and the same is hereby vested in said Village free of all charge, condition or expense, and whenever any street shall hereafter be opened for travel, crossing said right of way, the Village shall have the right free of all expense to continue or extend said street across the aforesaid right of way but not depot grounds, and for that purpose the right is hereby reserved to the Village of River Forest to enter upon the lands of said Company and construct such street, the Company to construct and maintain the crossing thereof as hereinbefore provided, but no work shall be done upon or under the road-bed of said Company except in conjunction with the Chief Engineer or other proper officer of said Company who shall attend to the matter as soon as notified by the Board. All commutation tickets good for a definite number of rides purchased by residents of the territory now comprising the Village of River Forest, shall be good when presented by the person purchasing the same, and for any and all guests of such person, and for any and all members of the family who may accompany such person.



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Chicago, Harlem & Batavia Ry. Co.—River Forest.

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Whenever under any of the terms of this Ordinance, any duty or obligation is imposed upon said Company and it shall neglect or refuse to discharge the same, the Village may serve a notice upon said Company specifying therein the neglected or refused duty or obligation, and call upon the Company to discharge the same and if after serving such notice said Company shall neglect or refuse for thirty days to comply with such call, the Village shall have the right to enter upon the premises of said Company and do and perform all things necessary to the discharge of such duty or obligation and charge all costs and expenses thereof to said Company and all money paid or obligations incurred by said Village in such behalf shall be an immediate demand against, and be paid by said Company its grantees, lessees, successors or assigns. The right hereby given shall not be deemed a substitute for, but an addition to any other rights or remedies the Village may have to enforce obligations under this ordinance. All notices required by the terms of this Ordinance to be served upon said Company may be served by leaving a copy thereof with the President of said Company if he can be found in the County of Cook or if he shall not be found so, then by leaving a copy with any Clerk, Secretary, Superintendent, General Agent, Cashier, Director, Engineer, Conductor or Station Agent in the employ of said Company, its grantees, lessees, successors or assigns, and a return under oath upon a copy or original of a notice so served by the person serving the same shall be *prima facie* evidence that the statements made in such return are true. The word street as herein used shall include street, avenue, alley, court or other public thoroughfare, and the word person shall include persons, firms or corporations, and the masculine shall include the feminine.

SECTION 3. Each and every one of the rights and privileges herein granted to said company, are upon the express condition which shall be a condition precedent, that said company shall in all respects well and truly comply with all and singular the terms, conditions and stipulations of this Ordinance, imposing terms, duties and obligations upon it, and upon its failure so to do within ninety days after notice of such default, then the Village may, if

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Chicago, Harlem & Batavia Ry. Co.—River Forest.

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it so elects, repeal this Ordinance, and it hereby reserves the right so to do, and enter upon the premises of said Company and oust, divest and deprive it of all and singular the rights and privileges herein granted, reinvesting itself with all the rights it had before this ordinance was passed, and relegating said Company to the condition that existed before rights hereunder were acquired.

SECTION 4. That all the rights and privileges herein granted to said Company, its grantees, lessees, successors and assigns, shall cease and terminate, and this Ordinance become void, and of no effect in behalf of said Company, unless the same and its successors and assigns shall within one year after the passage hereof (unavoidable delays by injunctions, strikes or otherwise being excepted from said limit of one year), run passenger trains regularly between Oak Avenue Station in said Village of River Forest by way of the line of the said Chicago, Harlem and Batavia Railway Company through the town of Cicero to the general passenger depot of the Chicago and Great Western Railroad Company in the City of Chicago. And it is expressly understood the grants hereinbefore set forth are made upon the further express condition that no freight trains shall be allowed to run over said route or any part thereof east of Magnolia Street, but that said Company, its grantees, lessees, successors and assigns, shall transact an exclusively suburban passenger business and no other over the same.

SECTION 5. This Ordinance is granted upon the still further express condition that said Company, its grantees, lessees, successors and assigns shall indemnify, hold and save harmless said Village from all costs, expenses or damages to persons or property arising directly or indirectly through the passage of this Ordinance or the exercise of any rights or privileges thereunder.

SECTION 6. The permission and authority and privileges hereby granted are upon the express condition that the said Chicago, Harlem and Batavia Railway Company, its grantees, lessees, successors and assigns, shall build, erect and maintain a railway passenger station at or within one hundred feet from the corner of Magnolia Street and Elm Street, as heretofore located by the Ordinances of



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Chicago, Harlem & Batavia Ry. Co.—River Forest.

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said Village, and West of the intersection of the North and South branch tracks of said railway as contemplated by this Ordinance. That said passenger station shall not be inferior in style, size or finish to the depot of the Chicago and Great Western Railroad, designated as Oak Park Station. That all the suburban trains of said Chicago, Harlem and Batavia Railway Company shall stop at said station to receive and let off passengers.

SECTION 7. The permission and authority hereby granted are upon the further express condition that said Chicago, Harlem and Batavia Railway Company shall either itself run daily or cause to be run daily by some other railroad company between the general passenger station of the Chicago and Great Western Railroad Company in Chicago and some point north of Oak Avenue in said Village a no less number of suburban passenger trains than there are now running over the right of way heretofore granted by Ordinance to the Chicago and Wisconsin Railroad Company to said River Forest station, which shall run at times as convenient as at present between said railway terminus in Chicago and said River Forest station, near Oak Avenue, or to some point beyond the same, meaning and intending that the suburban train service between the Chicago and Great Western Railroad depot at Chicago and said River Forest station, near Oak Avenue, shall not be impaired or lessened.

SECTION 8. The permission and authority and privileges hereby granted are upon the express condition that this Ordinance shall be binding upon the Chicago, Harlem and Batavia Railway Company, its successors, assigns, lessees, grantees, or any of them, and upon every person or corporation claiming any of the benefits conferred by this Ordinance or using the same.

SECTION 9. It shall be the duty of said Railroad Company, its successors and assigns, to make approaches for a carriage way on Vine Street over the Viaduct of the Chicago and Wisconsin Railroad when said Street is opened by said Village for travel. The permission and authority hereby granted are upon the further express condition that said Chicago, Harlem and Batavia Railway



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Chicago, Harlem & Batavia Ry. Co.—River Forest.

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Company shall at its own expense and within one year from the date of the passage of this Ordinance procure the right of way for the extension of Elm Street, Sixty-six (66) feet wide across the right of way and over the tracks of the Chicago and Wisconsin Railroad Company, and shall at its own expense within said one year furnish the material and construct and forever maintain earth approaches the full width of street on both sides of the tracks of said Chicago and Wisconsin Railroad Company and construct and maintain the street crossing and cover the said approaches with gravel to the thickness of at least six inches, which said approaches shall have a grade of not more than one foot rise in every ten feet of said approaches from the level of the street to the said tracks, all to be constructed in a manner satisfactory to the Board of Trustees of said Village, and shall also construct sidewalks on both sides of the street upon and over said approaches and across the right of way of said Chicago and Wisconsin Railroad Company when required by the Board of Trustees of said Village which said sidewalk shall be constructed with a railing or guard on one side thereof.

SECTION 10. This Ordinance is granted upon the further express condition that it is and shall be subject to any and all general Ordinances of this Village now in force or that may hereafter be adopted.

SECTION 11. This Ordinance shall be in full force and effect from and after a written acceptance of the same by said Company, provided that said Company shall so accept the same within thirty days from the date of the passage hereof.

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Chicago, Harlem & Batavia Ry. Co.—River Forest.

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ACCEPTANCE OF FOREGOING ORDINANCE.

CHICAGO, December 22nd, 1887.

*Hon. Herman Scharenberg, President Board of Trustees of River Forest, Probate Court, Court House, City.*

DEAR SIR: The Chicago, Harlem and Batavia Railway Company hereby signifies its acceptance of an ordinance passed by the Village Board of River Forest, December first, 1887, upon the terms and conditions in said ordinance contained.

D. S. WEGG,

*President.*

Filed in the office of the Village Clerk of the Village of River Forest, January 5th, 1888.

## AN ORDINANCE

CONCERNING THE BRIDGEPORT AND SOUTH CHICAGO RAILROAD  
COMPANY.

[Passed November 12th, 1887.]

*Be it ordained by the Board of Trustees of the Town of Cicero :*

SECTION 1. That permission and authority be, and the same are hereby granted to the Bridgeport and South Chicago Railroad Company, its successors or assigns, to lay down, maintain and operate a railroad with one single track over property which said railroad company may hereafter own or control and in, along and upon Egan Avenue, otherwise called Thirty-ninth Street, in the Town of Cicero, from the east limits of said Town of Cicero westerly to the west line of Crawford Avenue, with the right to cross all necessary streets, alleys and public places and the right to form connections with other railroads upon property which said company may hereafter own or control.

SECTION 2. Said railroad company shall save and keep harmless said Town of Cicero from any and all damages that may arise by reason of the construction or operation of said road.

SECTION 3. The rights and privileges hereby given and granted are given and granted upon the further express condition that the said company, its successors and assigns, shall for six years annually, on or before the first day of January in each year pay into the treasury of the Town of Cicero, the sum of Five hundred Dollars; the first payment to be made on the acceptance of this ordinance by the said company, and the total sum not to exceed the sum of Three Thousand Dollars; and this section shall be binding and obligatory on said company, whether the territory mentioned in the first section hereof remains within the limits of the said town or not.

SECTION 4. This ordinance shall be in full force and effect from and after its passage, and after the filing of a written acceptance of the same with the Clerk of the Town of Cicero.



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Bridgeport & South Chicago R. R. Co.—Cicero.

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ACCEPTANCE OF FOREGOING ORDINANCE.

CHICAGO, November 12th, 1887.

*To the Honorable, the Board of Trustees of the Town of Cicero:*

GENTLEMEN: The Bridgeport and South Chicago Railroad Company hereby signifies its acceptance of an ordinance entitled “An Ordinance concerning the Bridgeport and South Chicago Railroad Company,” passed November 12th, 1887, upon the terms and conditions therein contained.

D. S. WEGG,

*President.*

[SEAL.]

Attest:

W. E. DUNCOMBE,

*Secretary.*

Filed in the office of the Town Clerk of the Town of Cicero,  
November 12th, 1887.

## AN ORDINANCE

REPEALING AN ORDINANCE ENTITLED “ AN ORDINANCE CONCERNING  
THE BRIDGEPORT AND SOUTH CHICAGO RAILROAD COM-  
PANY.” PASSED NOVEMBER 12TH, 1887.

[Passed April 21st, 1888.]\*

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*Be it ordained by the Board of Trustees of the Town of Cicero :*

SECTION 1. That an ordinance entitled “ An Ordinance concerning the Bridgeport and South Chicago Railroad Company ” passed by this board on the 12th day of November, A. D. 1887, and granting to said company the permission to lay down and operate a single track railroad in, along and upon Egan Avenue otherwise called Thirty-Ninth Street, be, and the same is, hereby repealed.

SECTION 2. That a warrant be drawn on the treasury of the town payable to said company for the sum of Five hundred dollars, for the purpose of refunding to said company the said sum by it paid into the treasury of the town at the time of its acceptance of said ordinance.

SECTION 3. That this ordinance take effect, and be in force from and after its passage.

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\* This ordinance is of no force and effect, as the first payment provided for in the preceding ordinance was made by the Company and accepted by the Town of Cicero.

The subsequent installments have been duly tendered by the Company and refused by the Town officials.

## AN ORDINANCE

RELATING TO THE CHICAGO AND SOUTHWESTERN RAILROAD COMPANY.

[Passed August 2d, 1890.]

*Be it ordained by the Board of Trustees of the Town of Cicero:*

SECTION 1. That permission and authority be and they are hereby granted to the Chicago and Southwestern Railroad Company, its grantees, lessees, successors and assigns, to lay down, maintain and forever use and operate with steam or other motive power one or more railroad tracks, with the necessary side-tracks, switches and appurtenances upon and along such right of way not exceeding one hundred feet in width as it now holds or may hereafter acquire by purchase, lease, gift, condemnation or otherwise, and in Harlem Avenue as hereinafter provided on the following routes to be connected with each other in such manner as said railroad company may elect, that is to say:

FIRST. Commencing at the east boundary line of said Town of Cicero at some convenient point to be selected by said railroad company between the old St. Charles Air Line grade, so-called, and a point not more than one thousand feet south of Twelfth Street, thence south-westerly and north of the Cicero Park way, so-called, and the Riverside Boulevard, so-called, to the western boundary line of said Town of Cicero;

SECOND. Commencing at or near the intersection of Harlem Avenue with the main tracks of the Chicago and Northern Pacific Railroad Company, formerly known as the Chicago and Great Western Railroad Company, thence southerly to the south boundary line of said Town of Cicero, with the right to construct, maintain and operate said railroad in, along and upon all that portion of said Harlem Avenue lying within the limits of said Town of Cicero and between said main tracks of said Chicago and Northern Pacific Railroad Company and said southern boundary line of said Town of Cicero.

*Provided, however,* that said railroad company may construct



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Chicago & Southwestern R. R. Co.—Cicero.

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upon all adjoining lands which it may acquire along the routes above described, such round houses, machine shops, power plants, elevators and similar structures as it may desire, with the right to lay down, maintain and forever use in connection therewith such switches, sidings, turnouts, yards and track connections as may be necessary or convenient, and over all adjoining lands which it may acquire along the routes above described, to connect with such railroad tracks as are now or hereafter may be constructed, and with the Grant Locomotive Works or other industries that may be located upon Section 21.

And for said purposes the right is hereby granted to cross with the said tracks all the streets, highways, alleys, public places and railroad tracks upon or along the lines of said routes, switches, sidings, turnouts, yards and track connections, provided no street or alley shall be occupied lengthwise except said Harlem Avenue; and when the tracks of said line first above described shall cross any street, avenue or alley in said Town of Cicero, the grade of its said tracks shall not be more than four feet above the grade of the avenue, street or alley over which it crosses.

SECTION 2. Permission is also hereby granted to said Chicago and Southwestern Railroad Company, its grantees, lessees, successors and assigns, to erect and forever maintain and use a telegraph line consisting of one or more lines of wire, with the necessary poles, along and within the right of way of said Chicago and Southwestern Railroad Company on the routes hereinbefore designated, on condition that the poles hereby authorized to be erected shall not be placed upon any avenue, street or alley, except Harlem Avenue aforesaid, unless hereafter authorized by the Board of Trustees of said Town. One wire shall be furnished and attached to the poles of the company upon the top arm of such telegraph poles for the exclusive use of the Town of Cicero when so ordered by the Town, the original and actual cost of the wire, as also the cost of maintenance of the same, to be paid by the Town as and when the material is furnished and the expense incurred by the said railroad company.

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SECTION 3. Said railroad company, its grantees, lessees and successors, shall keep, obey and observe all laws and ordinances obligatory and binding upon it to be kept, obeyed and observed pertaining to the management, regulation and control of Railroad and Telegraph companies, and also in respect to ditches, drains and sewers and the suitable and proper maintenance of street and railway crossings and the proper police and health regulations of said Town.

SECTION 4. A ditch on the north side of the track or tracks along the route first above described shall be constructed under the supervision and direction of the Town Engineer and maintained by said company so as to constitute perfect drainage into the ditches and sewers running north and south under said right of way, and good, well placed stone culverts at least six feet in width in the clear shall be constructed by said railroad company free of expense to the Town where the right of way crosses any north and south street or avenue, and good, substantial rests shall also be laid across all such sewers as are now or may hereafter be constructed so as to protect said sewers from damage by the running of trains. And wherever said Town shall decide to cross the right of way of said company either by the extension of avenues, streets or alleys now existing or by the opening of new ones, and culverts shall be necessary for suitable drainage, it shall be the duty of said company to construct said culverts at its own expense promptly upon being notified to do so, and said railroad company shall have the right to lay a pipe or pipes underground for the purpose of conveying water from the DesPlaines river to such property as it may now own or hereafter acquire in Section 19 hereinafter referred to and for that purpose may cross any intervening streets, alleys or public places, under the supervision and direction of the Town Engineer, and said company shall restore said streets, alleys or public places to as good a condition as they were in before said pipe or pipes were laid.

SECTION 5. The privileges and authority hereby granted and given to said railroad company are given and granted upon the further express conditions:



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1st. That the said railroad company shall grade in a proper manner the approaches of all streets, avenues and alleys now open, crossing said railroad, and all that may hereafter be opened at an incline not exceeding one (1) foot in twenty-five (25) feet, and with such materials and in such manner as the Board of Trustees of said Town may designate; and shall construct and maintain at its own expense suitable planked crossings for such streets and avenues of the full width of the roadway of the streets or avenues, and shall open across the right of way without expense to the Town, any street or avenue, (except in that part of the west half of Section 19 lying west of the west line of Oak Park Avenue and in that part of Section 30 lying northwesterly of Riverside Boulevard and west of the west line of Oak Park Avenue, all in Township 39 North, Range 13 East of the Third Principal Meridian), which may hereafter be ordered opened by the Board of Trustees of said Town of Cicero, and shall also open Oak Park Avenue through the south half of said Section 19 to the width of sixty-six feet.

2nd. That when so ordered to do by the said Board of Trustees, said railroad company shall put in, maintain and operate automatic electric bells, safety gates, or station flagmen, as said railroad company shall select, at any street or highway crossing within sixty (60) days from the passage of such order by the said Board of Trustees.

3rd. That the said railroad company, at its own expense shall construct, maintain and keep clear such ditches for drainage of its roadway, and for free flow of water from adjacent property, as shall be ordered by the said Board of Trustees of said Town.

4th. That the said railroad company shall within six (6) months from the passage of this ordinance fence in its entire right of way on both sides, exclusive of streets and avenue crossings, through said Town of Cicero, with a suitable fence, to be approved by the Board of Trustees of said Town.

5th. The said Town of Cicero, through its Board of Trustees, shall have the right to enter upon the right of way of said railroad company for the purpose of constructing sewers, drains or ditches in pursuance of any plan now existing or that may hereafter be



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adopted by the said Board of Trustees for drainage purposes, and the entire cost of such sewers, drains or ditches across such right of way shall be borne and paid by said railroad company.

6th. The said railroad company shall within three (3) years from the acceptance of this ordinance, build within the limits of said Town of Cicero, three (3) passenger stations upon the line of the route first described, and shall run four passenger trains daily (Sunday excepted) over said route in the forenoon from six o'clock until eight o'clock, and four such trains in the afternoon from five o'clock until seven o'clock, and during the hours of day not stated above, run suitable suburban passenger trains, stopping at such stations, and upon failure to comply with the condition of this clause the said railroad company shall pay to the said Town a penalty of Fifty dollars (\$50) for each and every such failure.

SECTION 6. All the foregoing rights, privileges and franchises are hereby granted expressly upon the condition that work shall be begun upon said lines of railroad within thirty (30) days after the passage of this ordinance and its acceptance by said railroad company, and upon the further express condition that said line of railroad first herein described shall be completed and in full operation on or before the first day of January, A. D. 1891, excepting, however, from such period the time lost through condemnation proceedings, injunctions, strikes or other unavoidable causes over which said railroad company has no control; the time of such delay shall be excluded from such computation. And in case said conditions are not fulfilled, said Town, through its Board of Trustees, shall have full power, authority and right to enter upon the right of way of said railroad company at any and all points and places where the same crosses or occupies any avenue, street or alley within said Town, and remove therefrom all rails, ties, road-bed or anything pertaining or belonging thereto, and restore said avenues, streets and alleys to their first and former condition at the expense of said railroad company, and thereupon all the rights and privileges herein granted shall at once cease and determine, and this ordinance shall become null and void.

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SECTION 7. All conditions, obligations, restrictions and limitations herein contained shall be binding upon, and all rights, grants, privileges and franchises herein contained shall inure to the benefit of the said Chicago and Southwestern Railroad Company, its grantees, lessees, successors and assigns.

SECTION 8. This ordinance is granted upon the further express condition that the said railroad company, its grantees, lessees, successors and assigns, shall forever keep and save said Town of Cicero harmless from any and all loss, damages and expenses it may be liable for or sustain arising from the passage of this ordinance, or from the construction or operation of said railroad and its appurtenances, or from any fault, carelessness, neglect or misconduct of said railroad company, its grantees, lessees, successors or assigns, or of its or their agents and servants, or any of them, in constructing, operating or maintaining said railroad and its appurtenances, or from any neglect or failure upon the part of said railroad company, its grantees, lessees, successors and assigns, its or their servants and agents, or any of them, to comply with the provisions of this ordinance.

SECTION 9. In case said company shall fail to do or perform any act or work by it to be done or performed under the provisions or terms of this ordinance within sixty (60) days after being ordered or directed to do or perform such act by the Board of Trustees of said Town, then and in such case the said Town of Cicero shall have the right to do and perform such act or work, and said company shall pay said Town all moneys expended or obligations incurred by it in doing and performing such act or work; and the right hereby reserved shall not be construed to be in lieu of the obligations herein assumed by said company, but in addition thereto.

SECTION 10. This ordinance shall take effect and be in force upon and after its passage, provided said railroad company shall, by its authorized agents, file in writing, with the Town Clerk of said Town of Cicero, its acceptance of the terms and conditions of this ordinance within ten days from the passage hereof.

## ACCEPTANCE OF THE FOREGOING ORDINANCE.

AUSTIN, Cook County, Ill., August 2d, 1890.

The Chicago and Southwestern Railroad Company, by H. S. Boutell, its agent, duly authorized thereto, hereby accepts the terms and conditions of an Ordinance entitled an Ordinance relating to the Chicago and Southwestern Railroad Company, passed by the Board of Trustees of the Town of Cicero August 2d, 1890, and files this written acceptance of the same with the Town Clerk of the Town of Cicero, this 2d day of August, 1890.

CHICAGO AND SOUTHWESTERN RAILROAD COMPANY.

By H. S. BOUTELL,

*its authorized Agent.*

*To the Board of Trustees of the Town of Cicero.*

Filed in the office of the Town Clerk, of the Town of Cicero,  
August 2d, 1890.



## AN ORDINANCE

GRANTING TO THE CHICAGO AND SOUTHWESTERN RAILROAD COMPANY  
AN EXTENSION OF TIME FOR THE COMPLETION OF A PORTION  
OF ITS RAILROAD IN THE TOWN OF CICERO.

[Passed December 6, 1890.]

WHEREAS, the Chicago and Southwestern Railroad Company acquired the right to construct and operate a railroad in the Town of Cicero, under and by virtue of an ordinance entitled “An Ordinance relating to the Chicago and Southwestern Railroad Company” passed August 2nd, 1890, and

WHEREAS, it was provided in said ordinance that a portion of said railroad should be completed and in full operation on or before the first day of January, A. D. 1891, excepting, however, from such period the time lost through condemnation proceedings, injunctions, strikes or other unavoidable causes over which said Railroad Company has not control, and

WHEREAS, said Railroad Company has been prevented by legal proceedings, from acquiring the necessary right of way in Sections Twenty and Twenty-one.

*Therefore be it ordained by the Board of Trustees of the Town of Cicero :*

SECTION 1. That an extension of time be and the same is hereby granted to said Chicago and Southwestern Railroad Company, until July 1st, 1891, in which to complete that portion of its road required by said Ordinance of August 2nd, 1890, to be completed on or before the first day of January, 1891, subject, however, to all the terms and provisions of said Ordinance of August 2nd, 1890.

SECTION 2. This Ordinance shall be in full force and effect from and after its passage.

## AN ORDINANCE

## CONCERNING THE CHICAGO CENTRAL RAILWAY COMPANY.

[Passed July 14th, 1890.]

*Be it ordained by the President and Board of Trustees of the Village of Blue Island :*

SECTION 1. That permission and authority be, and the same are hereby given and granted to the CHICAGO CENTRAL RAILWAY COMPANY, its successors and assigns, to lay down, maintain and operate a railroad with one or more tracks and such appurtenances, switches, sidings and turnouts as may be necessary or convenient, along and upon the following route, in and through the Village of Blue Island :

Commencing at the Northern Boundary Line of the Village of Blue Island at some convenient point at or near the center line of Maple Avenue produced Northerly, and running thence Southwest over such lots, lands and property as the said Company now owns or may hereafter acquire by lease, purchase, gift, condemnation, or otherwise, to some convenient point in the south-west quarter (S. W.  $\frac{1}{4}$ ) of the north-east quarter (N. E.  $\frac{1}{4}$ ) of Section twenty-five (25), Township thirty-seven (37), range thirteen (13); thence southerly over such lots, lands and property as the said Company now owns or may hereafter acquire by lease, purchase, gift, condemnation or otherwise, to a point in the South Boundary Line of the said Village of Blue Island, at a point near where the Chicago and Grand Trunk Railroad intersects and crosses the Chicago, Rock Island and Pacific Railroad, and easterly of said crossing; *Provided, however,* the right of way of said railway shall not exceed one hundred (100) feet in width in said Village; and, *Provided, further,* that said right of way at its intersection with Burr Oak Avenue or 127th Street shall not be less than nine hundred (900) feet west from the west line of Maple Avenue.

SECTION 2. The said CHICAGO CENTRAL RAILWAY COMPANY, its successors and assigns, may cross any and all intervening streets,

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alleys and railroad tracks upon or along the line of the said route as designated in the First Section, and shall keep in repair so much of said streets, alleys and crossings as may be occupied by said Railway Company with its tracks, switches, turnouts and right of way.

SECTION 3. Said CHICAGO CENTRAL RAILWAY COMPANY, its successors and assigns, may and it is hereby authorized, to use and operate by steam or other power, the railroad tracks hereby authorized to be laid, with engines and cars, subject to all ordinances of the Village of Blue Island applicable to railroads, which are now in force or which may hereafter be passed by said Village.

SECTION 4. The permission, authority and privileges hereby granted are upon the condition that the said Chicago Central Railway Company shall provide and maintain all proper crossings and cattle-guards at each street intersection, and shall provide such protection by gates, flagmen, or otherwise, as is provided by law, when directed by the President and Board of Trustees of said Village, or other proper department of said Village. Said Company shall put in iron sewer pipes two (2) feet in diameter at each of the four intersections of each street crossing, and shall construct two depots at Blue Island, said depots to be of value of not less than Two Thousand Dollars (\$2,000) each, and shall be located as follows: One within six hundred (600) feet from York Street, and one within six hundred (600) feet from Burr Oak Avenue; and upon condition that all suburban passenger trains operated over said line of railroad between Blue Island and Chicago by said Company or its successors shall stop at the stations above named, and that commutation tickets shall be issued and sold by said Railroad Company and its successor, and that the commutation rates between said stations and the terminal station in the City of Chicago shall be as low as that of any other road running from Blue Island to Chicago north of Twelfth Street, and that said commutation tickets shall be good on all trains of said Chicago Central Railway Company and its successors that stop at Blue Island, whether such trains be suburban or through trains;



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and upon the condition also, that not less than four passenger trains shall run from the terminal station in the City of Chicago to said depots in the Village of Blue Island, and from said depots in Blue Island to said terminal depot in Chicago, on each week day.

SECTION 5. The permission and authority hereby granted are upon the further express condition that the said Railway Company shall and will forever indemnify and save harmless the Village of Blue Island against and from any and all damages, costs and expenses of the same which it may suffer or which may be recovered or obtained against said Village, for or by reason of the granting of said privileges hereby granted; or from any act or acts of said Company under or by virtue of this ordinance.

SECTION 6. Permission and authority are also granted to the Chicago Central Railway Company, its successors and assigns, to erect and maintain a telegraph line along the line of said Railroad, the same to be constructed in the usual and ordinary method upon poles, subject to the direction of the President and Board of Trustees of said Village, or other proper department or officer of said Village, the Village to have the right to use the poles for supporting telephone or fire-alarm wires to be used for village purposes only.

SECTION 7. This Ordinance is granted upon a further express condition that it shall be formally accepted by the Chicago Central Railway Company within ten days after its passage, and that the work herein authorized shall be done and completed within two years from the passage of this ordinance, delays occasioned by strikes, injunctions, or other legal proceedings being excepted from said period of two years; otherwise all rights and privileges herein granted shall cease and be null and void.

SECTION 8. In case of the breach or violation by said Railway Company or its successors, of any of the provisions or conditions herein contained by it or them to be kept or performed, and the continuance thereof for thirty days after written notice from the board, then all and singular the rights, privileges and authority

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herein or hereby given or granted to the said Railway Company shall immediately cease and determine, and said railroad tracks may then be removed by said Village from any and all streets, alleys and public grounds in said Village; provided, however, that nothing contained in this Section shall be construed as waiving or in any manner impairing any remedy in law or equity which said Village or any of its citizens or residents may have at any time upon the breach or violation of any of the conditions or provisions herein contained.

SECTION 9. It is expressly agreed that all and singular the grants, privileges, conditions, agreements and provisions contained in this ordinance shall be binding and obligatory upon, and shall inure to the benefit of the successors and assigns of said Chicago Central Railway Company.

## AN ORDINANCE

EXTENDING THE TIME FOR ACCEPTING THE FOREGOING ORDINANCE.

[Passed July 21st, 1890.]

*Be it ordained by the President and Board of Trustees of the Village of Blue Island:*

That the time granted to the Chicago Central Railway Company to accept Ordinance No. 155, passed July 14, 1890, granting the said Chicago Central Railway Company a right of way through the Village of Blue Island, be and is hereby extended thirty (30) days.

## ACCEPTANCE OF THE FOREGOING ORDINANCES.

BLUE ISLAND, Ill., Aug. 17, 1890.

*To the President and Board of Trustees of the Village of Blue Island.*

GENTLEMEN: On behalf of and by the authority of The Chicago Central Railway Co. I hereby accept the Ordinance granting them the Right of Way through the Village of Blue Island, passed July 14th, 1890.

Respectfully Yours,

A. WISWALL,

*Agent Chicago Central Railway Co.*

Filed in the office of the Village Clerk of the Village of Blue Island, Illinois, August 19th, 1890.



## AN ORDINANCE

## CONCERNING THE CHICAGO CENTRAL RAILWAY COMPANY.

[Passed October 13th, 1891.]

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WHEREAS, the CHICAGO CENTRAL RAILWAY COMPANY has located its line of railroad in, along and upon Blanchard Avenue and along the line of Blanchard Avenue extended from the North to the South limits of the Village of Morgan Park, and

WHEREAS, said Blanchard Avenue extends from Tracy Avenue in said Village southerly for a distance of one mile and a half to One Hundred and Fifteenth Street in said Village, and

WHEREAS, the owners of the land representing more than one half of the frontage of said Blanchard Avenue from said Tracy Avenue to One Hundred and Eleventh Street, said distance being one mile in extent of said Blanchard Avenue, measuring from its northern limit south, and the owners of the land representing more than one-half of the frontage of said Blanchard Avenue from One Hundred and Eleventh Street to One Hundred and Fifteenth Street being the excess over one mile of so much of said Blanchard Avenue as is sought to be used for Railroad purposes, measuring from the northern limit of said Blanchard Avenue, have petitioned for the granting of an ordinance to the said Railway Company to construct and operate its tracks in, along and upon said Blanchard Avenue.

NOW THEREFORE, be it ordained by the President and Board of Trustees of the Village of Morgan Park.

SECTION 1. That permission and authority be, and the same hereby are granted to the Chicago Central Railway Company, its grantees, lessees, successors and assigns, to construct, maintain and operate a railroad with one or more tracks, together with all necessary side tracks, turnouts, switches, "Y" connections and appurtenances in, along and upon Blanchard Avenue and along the line of Blanchard Avenue extended, from the North limits to the South limits of the said Village of Morgan Park.

SECTION 2. This ordinance shall be in full force and effect from and after its passage.

## AN ORDINANCE

CONCERNING THE CHICAGO AND CALUMET TERMINAL RAILWAY  
COMPANY.

[Passed September 14th, 1891.]

*Be it ordained by the President and Board of Trustees of the Village of Blue Island:*

SECTION 1. That permission and authority be, and the same are, hereby given and granted to the Chicago and Calumet Terminal Railway Company, its successors, lessees and assigns, to lay down, maintain and operate a railroad with one or more tracks, and such switches, sidings and turn-outs as may be necessary, along and upon the following route in and through the Village of Blue Island, to wit: Commencing at a point on the south line of the Village of Blue Island, on the south line of the south-east quarter of Section Thirty-six (36), Township Thirty-seven (37), North, Range Thirteen (13) East of the Third Principal Meridian, thence north-westerly, crossing the tracks of the Chicago, Rock Island and Pacific Railway Company and the Chicago and Grand Trunk Railway Company, to a point on the west line of the said Village of Blue Island, on the west line of said south-east quarter of Section Thirty-six (36) aforesaid, being the land now occupied by the right of way of said Chicago and Calumet Terminal Railway Company; and the right of said Chicago and Calumet Terminal Railway Company to maintain and operate its tracks in accordance with the terms and conditions of this ordinance as now constructed through the Village of Blue Island is hereby ratified and confirmed.

SECTION 2. The Chicago and Calumet Terminal Railway Company may cross any and all intervening streets, alleys and railroad tracks, upon or along the line of said route designated in the first section, said company to be subject at all times to the direction of the President and Board of Trustees of said Village, in the construction of its said tracks, in making the crossings of streets and alleys or connections with other roads, and shall keep in repair so

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Chicago & Calumet Terminal Ry. Co.--Blue Island.

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much of said streets, alleys and crossings as may be occupied by said railway company, with its tracks, switches, turn-outs and rights of way.

SECTION 3. Said Chicago and Calumet Terminal Railway Company may, and it is hereby authorized to use and operate the railroad tracks, hereby authorized to be laid, with locomotive engines and cars, subject to all ordinances of the Village of Blue Island applicable to railroads, which are now or may hereafter be enforced.

SECTION 4. The permission, authority and privileges hereby granted are upon the condition that the said Chicago and Calumet Terminal Railway Company shall provide and maintain all proper crossings and cattle-guards at each street intersection, and shall provide such protection by gates, flagmen or otherwise as are or shall be hereafter required by the President and Board of Trustees of said Village, or other proper department of said Village.

SECTION 5. The permission and authority hereby granted are upon the further express condition, that the said railway company shall and will forever indemnify and save harmless the said Village of Blue Island against and from any and all damages, costs and expenses of the same which it may suffer or which may be recovered or obtained against said Village for or by reason of the granting of said privileges and authority, or for or by reason of or resulting from the passage of this ordinance or any matter or thing connected therewith, or the exercise by said Company of the privileges hereby granted, or from any act or acts of said company under or by virtue of the provisions of this ordinance.

SECTION 6. Permission and authority are also hereby granted to the Chicago and Calumet Terminal Railway Company to erect and maintain a Telegraph Line along the line of said railroad, the same to be constructed in the usual and ordinary method upon poles, subject to the direction of the President and Board of Trustees of said Village or other proper department or officer of said Village.

SECTION 7. This ordinance shall be in force and effect from and after its passage.



## AN ORDINANCE

CONCERNING THE CHICAGO AND CALUMET TERMINAL RAILWAY  
COMPANY.

[Passed August 17th, 1891.]\*

*Be it ordained by the Common Council of the City of Hammond:*

SECTION 1. That permission and authority be and the same are hereby granted to the Chicago and Calumet Terminal Railway Company, its grantees, lessees, successors and assigns, to construct, maintain and operate a railroad with one or more tracks, together with all necessary and convenient side tracks, switches, “Y” connections, turn-outs and appurtenances upon and along the following routes, to wit:

FIRST. Along and upon the north 52 feet of Hudson Street and along and upon the line of Hudson Street extended from the east line of the City of Hammond to the west line of the said City of Hammond, with not to exceed four main tracks on said north 52 feet of said street.

SECOND. Along and upon the west 30 feet of Florence Street and along and upon the line of Florence Street extended southerly from Chicago Avenue to the Lakeside Nail Works, and along and upon the line of Florence Street extended northerly to a point in the south-east quarter of the south-east quarter of Section Twenty-four (24), Township Thirty-seven (37) North, Range Ten (10) West of the Second Principal Meridian, with not to exceed two (2) main tracks on said west 30 feet of said street, thence westerly by a curve parallel with the right of way of the State Line and Indiana City Railway, and westerly parallel with the right of way of the State Line and Indiana City Railway to a point in the west

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\* An ordinance covering some of the provisions of this ordinance, in favor of the Calumet River Railway Company, one of the constituent corporations of the Chicago and Calumet Terminal Railway Company, (see Articles of Consolidation, *ante*), was passed by the Common Council of the City of Hammond, September 27th, 1886. The City Hall and the Municipal Records were subsequently destroyed by fire, and no record or certified copy of this ordinance was preserved.

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line of the City of Hammond, in the North West quarter of Section Twenty-four (24), Township Thirty-seven (37) North, Range Ten (10) West of the Second Principal Meridian, with a branch from this line starting at about the point of intersection of said line with the south line of the North East quarter of said Section Twenty-four (24), Township Thirty-seven (37) North, Range Ten (10) West of the Second Principal Meridian, thence Northerly to the North line of the said City of Hammond.

THIRD. Commencing at a point in the vicinity of the intersection of the main line above described in paragraph Two, and the south line of the North East quarter of the South East quarter of said Section Twenty-four (24), Township Thirty-seven (37) North, Range Ten (10) West of the Second Principal Meridian, easterly to a point near the middle of the east line of the South East quarter of Section Nineteen (19), Township Thirty-seven (37) North, Range Nine (9) West of the Second Principal Meridian.

FOURTH. Also a line parallel with the line last above described and along the northern part of the South half of the North East quarter of said Section Nineteen (19) extending from the east line of said North East quarter to the East line of Lake George.

FIFTH. Also a branch from the main line described in paragraph Two (2), from some convenient point near its intersection with Chicago Avenue, southerly and south-easterly to a point in the east line of the said City of Hammond in the east line of the South East quarter of Section Thirty-one (31), Township Thirty-seven (37) North, Range Nine (9) West of the Second Principal Meridian.

SIXTH. Also a branch from the last branch above described commencing at some convenient point in the North West quarter of Section Thirty-one (31), Township Thirty-seven (37) North, Range Nine (9) West of the Second Principal Meridian, running thence southerly and easterly to a point in the east line of the said City of Hammond, within one thousand (1,000) feet of the southeast corner of the North East quarter of the North East quarter of Section Thirty-one (31), Township Thirty-seven (37) North, Range Nine (9) West of the Second Principal Meridian, together with



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the right to cross all intervening streets, alleys, water courses, public places and railroads along the line of said routes, provided that the construction of said tracks as described in the preceding section shall be done under the directions of the City Civil Engineer.

SECTION 2. That the said Chicago and Calumet Terminal Railway Company, its grantees, lessees, successors and assigns for and in consideration of the franchise hereby granted to the said Railway Company does hereby agree to build, construct and maintain all street and alley crossings as ordered by the Common Council of said City according to specifications furnished by said City within twenty (20) days from the time of receiving a written notice so to do, signed by the Mayor and attested by the Clerk of said City. Not only shall this apply to streets and alleys now opened and used, but to all streets and alleys heretofore authorized by said City to be opened. And it is further agreed by said Railway Company that for and in consideration of the franchise hereby granted that wherever and whenever new streets and alleys are authorized by said City, that said Railway Company hereby agrees to give the right of way for any such street and alley to said City without other compensation than the granting of this franchise and to open such streets and alleys across their said right of way within twenty (20) days from the time of receiving notice as above provided, and the said Company hereby agrees to build, construct and maintain all street and alley crossings on such newly opened streets or alleys as above provided, and that said Railway Company also hereby agrees for and in consideration of the franchise hereby granted to build, construct and maintain all culverts, drains, and sewers that may be ordered by the Common Council of said City across said right of way within thirty (30) days from the time of receiving notice as above provided, and to build, construct and maintain the same as said City Council may direct. It is further agreed by said Railway Company, their lessees, successors and assigns, that should they at any time operate a passenger service on said line running through said City, then and in that case said Company hereby agrees to build, construct and maintain a



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suitable passenger depot, at the intersection of said line with Hohman Street or as directed by the Common Council of said City, within ninety (90) days from the time they shall commence to operate such passenger service on said line through said City, and all passenger trains so run and operated through said City on said Railway line shall stop at such depot, and carry passengers and their ordinary baggage. *Provided, however,* that this shall not include the stopping of through limited trains on said line. And that the rates for commutation tickets on said line shall not exceed the rates charged by any other Company running through said City. And that said Railway Company also hereby agrees to furnish and maintain lights at street crossings such as are used in lighting said City, and to be placed as directed by the Common Council of said City, *provided, however,* that the same shall not exceed six (6) lights in number and that the same shall be placed as directed by said City within twenty (20) days from the time of receiving such notice as above provided. Should said Railway Company, its grantees, lessees, successors or assigns fail or refuse to comply with any of the conditions of the within contract or franchise within the time above mentioned, then and in that case said City shall have and is hereby granted the right to enter in and upon the right of way of said Railway Company, at any point within said City, and make any and all improvements so ordered by said City, whenever such order is not complied with by said Railway Company, within the time mentioned, and that said City shall have the right to charge such amounts as may be expended for any such improvements of which said Company are in default, and may bring suit to recover the same in any Court of competent jurisdiction.

SECTION 3. This ordinance shall be in full force and effect from and after its passage and acceptance in writing by the legally authorized officers of said Railway Company and the filing thereof in the office of the City Clerk, together with a special warranty deed conveying to the City of Hammond for street purposes the following described lots in the City of Hammond, in Lake County, State of Indiana, to wit:

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Lots 21 and 22, in Block 3, in Towle and Avery's Addition to the City of Hammond.

Lots 21 and 22, in Block 4, in Towle and Avery's Addition to the City of Hammond.

Lots 21 and 22, in Block 5, in Towle and Avery's Addition to the City of Hammond.

Lots 21 and 22, in Block 6, in Towle and Avery's Addition to the City of Hammond.

Lots 22 and 23, in Block 7, in Towle and Avery's Addition to the City of Hammond.

Lots 22 and 23, in Block 8, in Towle and Avery's Addition to the City of Hammond.

Lots 22 and 23, in Block 9, in Towle and Avery's Addition to the City of Hammond.

Lots 1 and 32, in Block 15, in Hoffman's Third Addition to the City of Hammond.

Lots 1 and 32, in Block 14, in Hoffman's Third Addition to the City of Hammond.

Lots 1 and 48, in Block 13, in Hoffman's Third Addition to the City of Hammond.

Lots 1 and 48, in Block 12, in Hoffman's Third Addition to the City of Hammond.

Lots 1 and 48, in Block 13, in a subdivision of the East part of the North Side Addition to the City of Hammond.

Lots 1 and 48, in Block 12, in a subdivision of the East part of the North Side Addition to the City of Hammond.

Lots 1 and 43, in Block 11, in a subdivision of the East part of the North Side Addition to the City of Hammond.

Lots 1 and 38, in Block 10, in a subdivision of the East part of the North Side Addition to the City of Hammond.

All ordinances and parts of ordinances in conflict with this ordinance relating to said right of way are hereby repealed.

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Chicago & Calumet Terminal Ry. Co.—Hammond.

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ACCEPTANCE OF THE FOREGOING ORDINANCE.

*To whom this may concern :*

That we, the undersigned, legally authorized officers of said Chicago and Calumet Terminal Railway Company, do hereby accept the franchise hereto attached for and on behalf of said Company.

In Witness Whereof, the said Chicago and Calumet Terminal Railway Company has caused this franchise and contract to be signed by its President, attested by its Secretary, and the Corporate Seal of said Company hereunto attached, this twenty-second day of August, A. D. 1891.

CHICAGO AND CALUMET TERMINAL RAILWAY COMPANY,

By D. S. WEGG,

*President.*

[SEAL.]

Attest:

H. S. BOUTELL,

*Secretary.*

Filed in the office of the City Clerk of the City of Hammond, Indiana, August 24th, 1891.\*

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\* A deed of the property referred to in this ordinance from the Chicago and Calumet Terminal Railway Company to the City of Hammond, dated August 22d, 1891, was filed with this acceptance with the City Clerk of the City of Hammond, and was recorded in the office of the Recorder of Deeds of Lake County, Indiana, September 8th, 1891.



## AN ORDINANCE

ALLOWING THE SOUTH BRANCH CANAL COMPANY TO LAY DOWN  
RAILROAD TRACK IN STREETS IN WEST DIVISION.

[Passed January 5, 1857.]

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*Be it ordained by the Common Council of the city of Chicago :*

SEC. 1. That permission be and is hereby granted to the Chicago South Branch Canal Company to construct, maintain and operate, in the west division of said city, one or more railroad tracks, with all necessary switches, turn-outs, turn-tables, in, upon or through any and all lands owned or controlled by said company, between the air-line railroad track and South street.

SEC. 2. Said company may lay down said track or tracks across any street within the boundaries aforesaid wherever any such street crosses their intended line of railroad; also the right to construct and use all depots necessary to accommodate the business of said company: *Provided*, that convenient crossings be made by said company where the said tracks cross the line of streets.

SEC. 3. Said company may construct, maintain and operate one or more railroad tracks through or upon any lands they own or control in Green's South Branch addition to Chicago; and, also, occupy such portion of the streets in said addition, for railroad purposes, as were provided for by reservation in the record of the plat of said addition.

SEC. 4. Said company may join any railroad company in the erection and use of any railroad bridge heretofore authorized, or which may hereafter be authorized, to be constructed across the south branch of the Chicago river, and the said South Branch Canal Company, and any railroad company, may jointly use each other's track or tracks, and bridge or bridges, within the city, and form material connections, upon such terms as may be agreed upon by the parties interested.

SEC. 5. Said company may run their trains by locomotives, within the limits herein described, at a speed not exceeding six miles

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Chicago South Branch Canal Co.—Chicago.

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per hour, subject to such laws and ordinances as are now in force, or that may from time to time be passed by the common council of said city, establishing and regulating speed and motive power within said city.

## RECORD OF PLATS,

AUTHORIZING THE USE OF PARTS OF CERTAIN STREETS FOR STATION  
GROUNDS.

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THE CHICAGO AND NORTHERN PACIFIC RAILROAD COMPANY occupies a portion of the public street for its railway stations and grounds at Colorado Avenue, 44th Street, 48th Street, Austin, Oak Park Avenue and Oak Park. This occupation of the street was authorized by the municipal authorities in the following manner: The Railroad Company purchased sufficient property to carry the street in the rear of each of said stations, and as owner of the property filed a plat dedicating the property in the rear of each of the stations for street purposes. These plats were made upon condition that the municipal authorities, in accepting the same, should consent to the permanent occupancy of that portion of the street used by the Railroad Company for station purposes.

COLORADO AVENUE plat was accepted on behalf of the Town of Cicero by the President and Clerk of the Town under the corporate seal, on the 22nd day of October, 1888, and the plat was filed for record in the Recorder's office of Cook County the 24th day of October, 1888.

FORTY-FOURTH STREET plat was accepted on behalf of the Town of Cicero by the President and Clerk of the Town under the corporate seal, on the 25th day of August, 1888, and the plat was filed for record in the Recorder's office of Cook County on the 28th day of September, 1888.

FORTY-EIGHTH STREET plat was accepted on behalf of the Town of Cicero by the President and Clerk of the Town under the corporate seal, on the 20th day of April, 1889, and the plat was filed for record in the Recorder's office of Cook County on the 1st day of May, 1889.

AUSTIN plat was accepted on behalf of the Town of Cicero by the President and Clerk of the Town under the corporate seal, on the



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Use of Streets for Station Grounds.

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28th day of July, 1888, and the plat was filed for record in the Recorder's office of Cook County on the 9th day of August, 1888.

OAK PARK AVENUE plat was accepted on behalf of the Town of Cicero by the President and Clerk of the Town under the corporate seal, on the 22nd day of October, 1888, and the plat was filed for record in the Recorder's office of Cook County on the 24th day of October, 1888.

OAK PARK plat was accepted on behalf of the Town of Cicero by the President and Clerk of the Town under the corporate seal, on the 25th day of June, 1888, and the plat was filed for record in the Recorder's office of Cook County, on the 5th day of July, 1888.

## PROVISIONS

OF THE MUNICIPAL CODE OF THE CITY OF CHICAGO, RELATING TO  
RAILROADS.

## ARTICLE LI.

SEC. 1830. No railroad corporation shall, by itself, agents or employes, run any passenger train upon or along any railroad track within the corporate limits of the city of Chicago at a greater rate of speed than ten miles an hour; nor shall any such corporation, by itself, agents or employes, run any freight car or cars upon or along any railroad track within said city at a greater rate of speed than six miles per hour.

SEC. 1831. No railway company, railroad engineer, train conductor or other person, shall cause or allow any locomotive engine, car or cars, or train of cars, to stop in or remain upon any street and railroad crossing within said city, at which, by the provisions of this article, a flagman is ordered to be stationed and kept, for a longer period than five minutes at any one time, nor upon any other street and railroad crossing in said city for a longer period than five minutes: *Provided, however,* that in case a collision should take place at any or either of the crossings aforesaid, reasonable time shall be allowed to remove any obstruction that may be caused thereby.

SEC. 1832. Should any street and railroad crossing in said city be and remain occupied and obstructed in whole or in part, by any train of railroad cars for and during the period of five minutes, it shall be the duty of each and every railroad company upon whose line of road such obstruction may occur, their agents or employes, on or before the expiration of said five minutes, when from any cause the entire train cannot be propelled or removed to any one side of any street occupied and obstructed, as aforesaid, to cause such cars as may be on or near said crossing to be uncoupled and some one division of the train, as that made, removed off the

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General Railroad Ordinances.—Chicago.

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aforesaid street and railroad crossing in such manner as to leave said street entirely free and unobstructed five minutes, and said train, when again coupled, shall be removed forthwith from off any such crossing as aforesaid.

SEC. 1833. Every locomotive engine, railroad car or train of cars running in the night time on any railroad track in said city, shall have and keep, while so running, a brilliant and conspicuous light on the forward end of such locomotive engine, car, or train of cars. If such engine or train be backing, it shall have a conspicuous light in the rear car or engine, so as to show in the direction said car is moving.

SEC. 1834. No company, corporation or person shall be allowed to deposit or place in the street, any lumber or other material, nor shall they load or unload any car from the street nor erect or maintain any switch-house or other building upon any street, highway or alley within the city limits, except by the written permission of the commissioner of public works.

SEC. 1835. No railroad company shall cause or allow the whistle of any locomotive engine to be sounded within the city, except necessary brake signals and such as may be absolutely necessary to prevent injury to persons and to property, other than their own and that in their possession as freight.

SEC. 1836. The bell of each locomotive engine shall be rung continually while running within said city, except locomotives running upon the railroad tracks situated east of Indiana avenue, on the shore of Lake Michigan, between Twenty-second street and Park Row in said city, when no bell shall be rung or whistle blown, except as signals of danger.

SEC. 1837. Each railroad company, running on any railroad within said city, shall erect at the entrance of such railroad within the city, a signboard, having thereon the words “stop speed” “ring the bell,” legibly painted thereon, and keep the same so erected.

SEC. 1838. Each superintendent of any railroad shall furnish each engineer and train conductor of any railroad running within



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General Railroad Ordinances.—Chicago.

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the city a certified or printed copy of this article, and shall, moreover, furnish to any officer of said city applying therefor the name of any person in the employment of said railroad company who shall have been charged with having violated any of the provisions of this article.

SEC. 1839. No railroad company or person in charge of any locomotive engine shall cause or allow the cylinder cock or cocks, safety valve or other valves of any locomotive engine to be opened so as to permit steam to escape therefrom at any time while running upon or along any railroad track, or where the engine is within one hundred feet of any street or railroad crossing or viaduct: *Provided, however,* that when such engine shall be standing at such point in said city, and for six revolutions of the driving wheel after being put in motion, the said cocks may be opened for the purpose of allowing condensed steam to escape. Any person or corporation violating this ordinance shall be fined not less than twenty-five dollars, nor more than one hundred dollars.

SEC. 1840. Any railroad company or railroad corporation who shall by themselves, their agents or employes, or any agent or employe of any railroad company or railroad corporation who shall cause or allow any empty railroad car or cars to be detached from any locomotive engine and left to remain upon any street or sidewalk and railroad crossing within said city, for a longer period than five minutes, shall be fined in the sum of ten dollars for each and every consecutive five minutes any such railroad car or cars detached as aforesaid shall be so permitted to remain on such street, sidewalk or railroad crossing.

SEC. 1841. All railroad companies, whose track or tracks cross or intersect any of the streets in the city of Chicago, east of the west line of Western avenue, or north of the south line of Egan avenue and also at all crossings of street or horse railways, shall station, keep and maintain at all times, at their own expense, at each and every of said street and railroad crossings, a flagman, whose duty it shall be to signal persons traveling in the direction of any or either of the crossings and warn them of the approach of any locomotive engine, or any impending danger.

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General Railroad Ordinances.—Chicago.

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SEC. 1842. Whenever, on any street crossed by the track or tracks of any railroad company, the city council shall deem it necessary to require said railroad company to provide protection against injury to persons and property at such crossing by the erection and maintenance of gates, guards or other protection, or the construction of a viaduct, said city council may, by resolution, so declare and direct that any such railroad company shall, within a certain time, to be fixed by the mayor and commissioner of public works, erect, construct and maintain a sufficient safeguard at such crossing specifying the kind of protection to be erected, constructed and maintained as aforesaid, whether it be a gate or gates, or viaduct or other efficient protection; and, it shall be the duty of the commissioner of public works to serve upon the said railroad company, named in said resolution, a certified copy thereof, within thirty days after the passage of said resolution and, at the same time, to notify the said railroad company in writing of the time fixed by the mayor and said commissioner, within which the protection so ordered shall be constructed.

SEC. 1843. Whenever any railroad company shall have been directed by the city council to erect, construct and maintain at any street crossed by its track or tracks any gate or gates, viaduct or other protection, as provided in the last preceding section, every such company shall, within the time prescribed by the mayor and commissioner of public works, erect, construct and thereafter maintain the protection specified in said resolution, under the penalty of two hundred dollars for every offense, and for each and every ten days after the expiration of the time so fixed for the construction of such protection, any such company shall refuse or neglect to proceed to the erection and construction of the kind of protection specified in such resolution, shall constitute a new and distinct offense.

SECTION 1844. Every such gate, guard, viaduct and the approaches thereto, or other protection, when so ordered as aforesaid, shall be erected and constructed at the sole cost and expense of said railroad company, under the supervision of the commissioner

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General Railroad Ordinances.—Chicago.

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of public works, and the same shall forever thereafter be kept and maintained by such railroad company in proper repair and condition, at its own cost and expense, and without expense or cost to the city of Chicago, under the supervision of the commissioner of public works, and to his satisfaction.

SEC. 1845. No train of a greater length than seven hundred feet shall be moved for the purpose of transferring said trains, or any part of it, to another, or opposite or adjoining track, or tracks, in making up trains or distributing the same: *Provided*, that no such train or trains shall be composed of more than twenty cars. Any railroad company or railroad corporation, or the agents or employes of such railroad company or corporation, who shall violate the provisions of this ordinance shall, upon conviction, be fined for the first violation one hundred dollars, and for each succeeding violation the sum of two hundred dollars.

SEC. 1846. Any railroad company or railroad corporation who shall, of themselves, their agents or employes, violate or fail to observe any of the foregoing provisions of this article or any agent or employe of any railroad company or railroad corporation, or other person, who shall violate or fail to observe the same shall, for each violation or failure to observe the same, where no other penalty is imposed, be fined in a sum not less than twenty-five dollars, nor exceeding one hundred dollars, to be recovered in any court of competent jurisdiction.



## AN ORDINANCE

RELATING TO THE SPEED OF RAILROAD TRAINS.

[Passed March 26th, 1890.]

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*Be it ordained by the City Council of the City of Chicago :*

SECTION 1. That for the purpose of fixing the rates of speed at which railroad companies may operate trains, locomotive engines or cars, within the corporate limits of the City of Chicago, said City is hereby divided into districts which are severally numbered and described as follows:

The first district shall embrace all that portion of the City which is bounded on the south by the center line of Thirty-first street; on the west by the center line of Western avenue; on the north by the center line of Fullerton avenue, and on the east by Lake Michigan.

The second district, all that portion of the City which lies between the boundary line of the first district, and the following lines: On the south, the center line of Fifty-first street extended, on the west, the center line of West Fortieth street; on the north, the center line of Belmont avenue; on the east Lake Michigan, and the

Third district shall embrace all that portion of the City lying between the outer boundary of the second district and the boundary lines of the City.

SECTION 2. It shall be unlawful for any person, firm, company or corporation, its agents, servants or employes, to operate, or run within the limits of the City of Chicago, trains, engines or cars at any speed greater than the rates herein named, to wit: passenger trains, and light or disconnected engines in the first district, twenty miles per hour; in the second district, twenty-five miles per hour and in the third district, thirty miles per hour. Freight trains in the first district, six miles per hour, in the second district, nine miles per hour, and in the third district, twelve miles per hour. Switch engines and cars being moved in making and breaking up

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General Railroad Ordinances—Chicago.

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trains, in any district, nine miles per hour. Provided, that the length of all trains shall be subject to the provisions of Section 1845 of the Municipal Code.

SECTION 3. Every person, firm, company or corporation owning, leasing or operating a steam railroad within the corporate limits of the City of Chicago shall, within such time as may be prescribed by the Mayor and Commissioner of Public Works, construct, or cause to be constructed, on each side of its tracks, and in such place with reference thereto as the Mayor and Commissioner of Public Works shall approve, or direct, except where public streets shall intersect or cross the same, substantial walls or fences of such material, design, proportion and height as shall be determined and approved by the Mayor and Commissioner of Public Works, and shall erect and maintain gates and signal bells, and other safety appliances, operated from towers, or by other reliable means satisfactory to the Mayor and Commissioner of Public Works, for the purpose of giving due and timely warning of the approach of trains, cars or engines at all such streets and public crossings within the corporate limits of the city as may be designated by the Mayor and Commissioner of Public Works, which gates, bells and other safety appliances shall be of such material, kind, design and proportion as shall be satisfactory to the Mayor and Commissioner of Public Works, and shall be maintained and operated by such device and by competent attendants in charge thereof, during all hours of the day and night, and whenever two or more lines of railroad tracks shall run upon a common right of way, or parallel to and near each other, along or across any street, alley or public place, the Mayor and Commissioner of Public Works shall have the right to provide that gates shall be constructed which shall enclose all or any number of such parallel tracks, which gates so enclosing such parallel tracks, shall be operated simultaneously as to all such tracks so enclosed. And all persons, firms, companies or corporations owning, operating or leasing any railroad in said City of Chicago shall also sufficiently light all portions of their tracks crossing any street, alley, park or



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General Railroad Ordinances.—Chicago.

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public or private way, in such manner and at such places as shall be satisfactory to the Mayor and Commissioner of Public Works. And in the event that any such person, firm, company or corporation, owning, leasing or operating any railroad shall fail or neglect to construct such walls and fences, and provide for the lighting of their tracks, as herein required, and to erect, maintain and operate such gates, signal bells, or other safety appliances, along its or their tracks, and at the street crossings thereof within sixty (60) days from the time of the passage of this ordinance, then the City of Chicago at its election may cause the same to be erected, constructed, completed and maintained at the expense of such person, firm, company or corporation, and such person, firm, company or corporation shall be liable to and pay the City of Chicago the whole cost and expense thereof.

SECTION 4. Any person, firm, company, corporation or lessee who may erect or operate under and by virtue of the provisions of this ordinance any walls, fences, towers, signals or other devices or appliances upon, along, across, or over any public street, alley, place, park or private way, shall be held liable and pay all legal damages that may arise from, or by reason of the provisions of this ordinance, or any acts of such person, firm, company, corporation or lessee, done in compliance with this ordinance, and shall save and keep harmless the City of Chicago from all damages, costs and expenses incurred by said City by reason of any act of any such person, firm, company, lessee or corporation, or any act or acts growing out of, or resulting from the provisions of this ordinance, and the construction and maintenance of any wall, fence, gate or other structure, or the enclosure of any railroad track or tracks under the provisions of this ordinance, or the enclosure of any street, alley, lane, park or public or private way, or any portion thereof, shall not be held as a waiver, or a release of the jurisdiction, or the rights or the full authority of the City of Chicago over any and all such property, streets, alleys, parks, or private or public ways.

SECTION 5. Every engineer, fireman or employe of any person,



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General Railroad Ordinances.—Chicago.

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firm, company or corporation owning or operating a railroad within the limits of the City of Chicago, in charge of any engine shall be required to ring the bell of the engine at all streets and public crossings within the corporate limits of the City of Chicago.

SECTION 6. Nothing herein contained, or no act of any person, firm, company or corporation, by reason of the passage of this ordinance shall be held or construed to be in the nature of a contract between the City and any person, firm, company, corporation or lessee owning, controlling or operating any railroad, nor shall any provision of this ordinance be construed to release any person, firm, company or corporation from any obligation now existing, or which may hereafter be imposed by the City of Chicago to construct or build viaducts, to raise or lower their tracks, to construct sub-ways, or to abolish grade crossings at any or all streets within said City, when ordered so to do by the City Council, and nothing herein shall be construed to create any obligations upon the part of any railroad company to construct any viaduct, or to create any new liability against any railroad, except as provided by the terms of this ordinance. And nothing in this ordinance contained shall commit the City of Chicago to any permanent plan or system for the operation of railroad cars, engines or trains, or the protection of the public on streets or at street crossings, or the regulation and control and supervision of railroad tracks; but the City reserves the right to alter, amend or repeal any provisions herein contained, or to exercise full control and supervision over the operation of all railroads within the City of Chicago the same as if this ordinance had not been passed.

SECTION 7. It is expressly provided that Section 1,830 of Municipal Code, shall remain in full force and effect until the walls, fences, gates and appliances provided for by this ordinance shall be constructed and in operation; *Provided, however,* that the Mayor and Commissioner of Public Works shall have the right to allow any person, firm, company or corporation to avail themselves of the privileges of this ordinance, providing for the rate of speed for the running of their trains, cars or engines whenever such per-

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General Railroad Ordinances.—Chicago.

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son, firm, company or corporation shall have constructed and commenced operating the gates as herein required, and provided said Mayor and Commissioner of Public Works shall be satisfied that such person, firm, company or corporation is proceeding as rapidly as practicable to comply with all the provisions and conditions contained in this ordinance, and whenever in their opinion it shall be deemed expedient and proper to grant such permission; *Provided, however,* that any permit granted under the provisions of this section shall be subject to revocation at any time the Mayor and Commissioner of Public Works shall so elect.

SECTION 8. Any person, firm, company or corporation owning, leasing or operating any railroad who shall by themselves, their agents or employes violate or fail or neglect to observe any of the provisions of this ordinance shall for each violation thereof, or for each train or engine which shall be run in conflict with the provisions of this ordinance, be fined in any sum not less than fifty (\$50) dollars, nor exceeding two hundred (\$200) dollars, to be recovered in any court of competent jurisdiction; *provided further,* that every day any such person, firm, company or corporation shall fail or neglect to construct the walls, fences, gates or structures herein provided for, after the time the same have been required by this ordinance, shall be held and considered a separate offense.

SECTION 9. This ordinance shall be in force and effect from and after its passage and legal publication.

## AN ORDINANCE

## CONCERNING THE ERECTION OF GATES AT RAILWAY CROSSINGS.

[Passed January 27th, 1890.]

*Be it ordained by the City Council of the City of Chicago :*

SECTION 1. Every railroad company owning, leasing or operating a line of road whose track or tracks shall cross any street, alley or public way, shall, when notified by the Commissioner of Public Works, erect, construct and maintain on each side of said tracks, gates, that shall provide protection against injury to persons and property at such crossing, which gates, on each side of said track, shall open and close simultaneously, and shall at all times be operated together. And where more than one company owns, operates or leases a road or roads whose track or tracks cross the same street parallel to each other, where the line or lines of the different companies are not farther apart than forty (40) feet, said companies so owning, leasing or operating said lines crossing said streets parallel to each other shall unite and place two gates, one at each side of said railroad crossings in such manner that the whole space occupied by all said roads so operated shall be enclosed, and both said gates shall be opened and closed simultaneously. And said gates shall be operated day and night.

SEC. 2. Any railroad company or companies, or their agents or employes, who shall refuse or neglect to place and operate said gates as provided in this ordinance, or who shall refuse or neglect to unite with any other companies in placing said gates as provided in this ordinance within ten (10) days after having received notice from the Commissioner of Public Works or other proper city official, to comply with the provisions of this ordinance, shall, for each day of their failure to observe the same, be fined in a sum not less than twenty-five (\$25.00) dollars nor exceeding one hundred (\$100.00) dollars, to be recovered in any court of competent jurisdiction.

SEC. 3. This ordinance shall be in force and take effect from and after its passage and due publication.



## AN ORDINANCE

CONCERNING THE CONSTRUCTION OF VIADUCTS BY RAILROAD  
COMPANIES.

[Passed December 16th, 1887.]

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*Be it ordained by the City Council of the City of Chicago :*

SECTION 1. That when any company operating a steam railway within the limits of the City of Chicago shall build and complete at its own expense two viaducts, in accordance with plans and specifications made by the Commissioner of Public Works, with the approaches on both sides thereof, over such streets as may have been designated by the Commissioner of Public Works; and for pedestrians, shall erect substantial viaducts with railings on both sides of the same, to the full width of the sidewalk space, and in line therewith; on all other streets and on one side of such streets with easy incline approaches to said viaducts, and on both sides thereof; all to the satisfaction and under the direction of the Commissioner of Public Works, and shall have paid all damages of every kind and description, including land damages which may be recovered or obtained against said city in consequence of the construction of said viaduct or viaducts and approaches to the same on both sides thereof and shall have entered into an agreement in writing, accompanied by a good and sufficient bond, in an amount to be approved by the Mayor of the city to build and complete at its own expense, a viaduct and approaches on both sides thereof, upon and over every third street that may be crossed by the railroad tracks and right of way of said railroad company within the city limits, two viaducts and approaches thereto on both sides thereof, to be erected and completed in each year, at such point or points as may be designated by the Commissioner of Public Works, and shall agree to pay the entire cost and expense of the viaduct or viaducts, and of all approaches to the same, and shall agree to maintain the same, and save the city harmless from any and all damages, including land damages, judgments, decrees,

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General Railroad Ordinances.—Chicago.

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costs and expenses of the same which it may suffer or which may be recovered or obtained against said city for or by reason of the granting of such privilege, or for or by reason of, or growing out of, or resulting from the erection of any such viaduct or viaducts or the approaches thereto; and shall have, save at public streets and crossings, built on both sides of its right of way, substantial fences of material, design and size to be determined by the Commissioner of Public Works, and shall have at all streets and public crossings within the corporate limits of said city as may be designated by the Commissioner of Public Works, erected suitable gates and bells to be operated from towers by competent attendants in charge thereof, during such hours of the day and night as the City Council shall prescribe, then such railroad company having so complied with the provisions of this ordinance heretofore mentioned shall not be limited in the operation of their engines or trains to their rates of speed.

SEC. 2. When two or more railroad companies own or operate tracks parallel with or adjoining each other in said city, it shall not be necessary for said companies to construct or maintain fences between their respective tracks or right of way, but it shall be a sufficient compliance with the provisions of this ordinance for such companies to construct such fence on the outside of the respective rights of way of said parallel roads. Where the right of way and tracks of any railroad company occupy any public street or alley, they shall not be required to fence the same, but they shall erect the gates as provided in the previous section of this ordinance at all public crossings and streets intersecting such right of way. And no railroad company shall, upon any street or alley, run any train, car, locomotive or engine at a greater speed than ten miles per hour for passenger trains and six miles per hour for freight cars, trains or locomotives.

SEC. 3. All gates at public streets or crossings shall be kept closed whenever a train or locomotive is crossing any track or tracks between such gates, subject, however, to the provisions of Sections 1831 and 1832 of the Municipal Code of the City of Chicago.



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General Railroad Ordinances.—Chicago.

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SEC. 4. When any railroad company or companies shall erect and complete any viaduct or viaducts over any street or streets, then only such company or companies as shall contribute to the erection and completion of said viaduct shall be entitled to the benefits of the additional rates of speed provided for in this ordinance.

SEC. 5. When, under the provisions of any ordinance heretofore passed by the City of Chicago, any railroad company is required to build a viaduct or viaducts over any street or streets, the passage of this ordinance shall not be held to change, alter, modify, repeal, or in any manner release or discharge any such railroad from the duties and obligations imposed in said ordinance or ordinances heretofore passed, save and except that when under the provisions of this ordinance any railroad company shall erect and construct a viaduct or viaducts over any street or streets, the said viaduct or viaducts, when completed, shall be in lieu of a corresponding number required to be erected and completed under the provision of any ordinance or ordinances heretofore previously passed.

SEC. 6. Nor shall the speed of engines or trains be limited on any railroad which does not occupy or intersect any public street within the corporate limits of the city; *provided*, suitable walls and fences shall be maintained by the railroad company between the right-of-way and adjacent lots, streets or public grounds, to prevent animals from straying upon or obstructing its tracks, and secure persons and property from danger. *Provided*, that upon the extension of the corporate limits of said City of Chicago, any railroad company operating its road as to rates of speed under the provisions of this section shall erect fences, gates and viaducts in said territory so annexed, in accordance with the provisions of this ordinance if so required.

SEC. 7. This ordinance shall be accepted in writing by any company desiring to comply with the provisions of the same; the said acceptance to be filed with the City Clerk.







Part III.

DEEDS, LEASES,  
ETC.





# DEEDS, LEASES, ETC.

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## DEED

FROM

THE UNITED STATES TO THE CHICAGO AND GREAT WESTERN  
RAILROAD COMPANY.

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KNOW ALL MEN BY THESE PRESENTS, That:

WHEREAS, Under and by virtue of the provisions of the Act approved May twenty-seventh, eighteen hundred and eighty-six, entitled, “An Act to provide for the ascertainment of the market value of certain property in the City of Chicago and to authorize the Secretary of the Treasury to sell and convey said property,” the Secretary of the Treasury named and appointed on the fourth day of June, eighteen hundred and eighty-six, within ten days after the passage of the said Act as therein provided, a Commission consisting of three disinterested persons to appraise the value of the property referred to in the said Act, and

WHEREAS, The said Commission submitted the report of their appraisal on the eleventh day of June, eighteen hundred and eighty-six, being within the period of twenty days from the date of their appointment as in the said Act provided, and reported that the cash market value of the said property was two hundred and five thousand dollars (\$205,000.00) and

WHEREAS, The Secretary of the Treasury as authorized and empowered in the said Act has agreed to sell and convey the said property to The Chicago and Great Western Railroad Company for the said sum of two hundred and five thousand dollars (\$205,000.00), and

WHEREAS, The said Company have paid into the Treasury of the United States the said sum of two hundred and five thousand dollars (\$205,000.00) together with the sum of six hundred and

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Deed, United States to Ch. & Gt. West. R. R. Co.

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twenty dollars (\$620.00), which latter amount constitutes all the costs incurred under the provisions of the said Act in appraising the said property and ascertaining the price to be paid therefor.

NOW, THEREFORE, This Indenture WITNESSETH, That the Secretary of the Treasury of the United States, acting in that capacity herein for and in behalf of the United States of America, and by virtue and authority of the aforesaid Act of Congress, of the first part, for and in consideration of the said sum of two hundred and five thousand dollars (\$205,000.00) paid by The Chicago and Great Western Railroad Company, a corporation chartered under the laws of the State of Illinois, of the second part, doth hereby grant, convey, release, sell, assign and transfer unto the said party of the second part, its successors and assigns forever, all the following described lot, piece, or parcel of land situate in the City of Chicago, County of Cook and State of Illinois, and known and described as follows to wit: The south one-half ( $\frac{1}{2}$ ) of Block eighty-seven (87) in the School Section Addition to Chicago, the same fronting three hundred and eighty feet on Polk Street and one hundred and ninety-eight feet and six inches (more or less) on Fifth Avenue, it being the same tract of land conveyed to the United States of America by deed dated the tenth day of December, A. D. eighteen hundred and seventy-three from the said City of Chicago. Together with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold all and singular the foregoing described premises and appurtenances unto the said party of the second part and its assigns forever, subject, however, to the following express conditions, that all non-competing railroads not now having right of way into Chicago, desiring to use the tracks, switches, depots and terminal facilities of said Chicago and Great Western Railroad, shall be by said company or its assigns, permitted to do so, to the extent of the capacity of said company to furnish railroad terminal facilities, upon fair and equitable terms and regulations; and in the event the companies interested cannot agree upon such terms and



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Deed, United States to Ch. & Gt. West. R. R. Co.

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regulations, then the same shall be fixed and determined by three disinterested persons, one of whom shall be selected by said Chicago and Great Western Railroad Company, one by such other company as may desire to use said tracks, switches and terminal facilities, and the third by the two persons so selected.

IN WITNESS WHEREOF, The said party of the first part, acting as aforesaid in behalf of the United States of America, has set his hand and affixed the seal of the Treasury the eighth day of July, A. D. 1886.

[SEAL.]

C. S. FAIRCHILD,  
*Acting Secretary.*

Witness to the signature of the Acting Secretary.

EDWARD J. GRAHAM.

DISTRICT OF COLUMBIA,  
CITY AND COUNTY OF WASHINGTON. } ss.

I, James N. Fitzpatrick, a Notary Public in and for the District of Columbia, certify that Charles S. Fairchild, who executed as Acting Secretary of the Treasury of the United States, and whose name is signed to the instrument hereto annexed bearing date the eighth day of July, A. D. 1886, personally appeared before me in the District aforesaid, he being personally well known to me to be the person who executed the same, and acknowledged that he executed the same, and that the same is his act and deed as such Acting Secretary of the Treasury by virtue of the Act of Congress therein recited.

Given under my hand and official seal this eighth day of July, A. D. 1886.

[SEAL.]

JAS. N. FITZPATRICK,  
*Notary Public.*

Recorded in the office of the Recorder of Cook County, Illinois,  
February 23d, 1892.

## ACT OF CONGRESS

## AUTHORIZING FOREGOING DEED.

An act to provide for the ascertainment of the market value of certain property in the City of Chicago, and to authorize the Secretary of the Treasury to sell and convey said property.

WHEREAS, the Chicago and Great Western Railroad Company, a corporation chartered under the laws of the State of Illinois, is constructing its railroad within the City of Chicago, and possesses, under its charter and under the ordinances of said city, a franchise to construct, maintain and operate its railroad to Harrison street, in said city, for which purpose it has acquired, and is acquiring, by purchase and otherwise, the real estate lying between Taylor street and said Harrison street, and west of Fifth avenue; and

WHEREAS, the United States owns the south half of block eighty-seven, in school section addition to Chicago, which is in the center of the property so acquired and being acquired by said railroad company for terminal facilities, and is vacant, and is indispensable to said company in exercising said franchise and affording to the public the terminal facilities for which said company has so purchased the property as aforesaid; Therefore

*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,* That the Secretary of the Treasury be, and he is hereby directed to name, within ten days after the passage of this act, a commission, to consist of three disinterested persons, whose duty it shall be to ascertain and report to said Secretary, within twenty days after their said appointment, the cash market value of the lot above mentioned, in the city of Chicago; and the said Secretary is hereby authorized and empowered to sell and convey the said lot to the said Chicago and Great Western Railroad Company at such price, not less in any event than the value thereof as appraised and reported by said commission, as he and said railroad company shall agree upon; the said price, when agreed upon, to be paid in cash; Provided, however, That nothing in this act shall be construed so

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Act of Congress authorizing foregoing Deed.

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as to direct said Secretary to make said sale unless he shall deem the price fixed by the commission or agreed to be paid by said railroad company to be a fair and reasonable price, and that the interests of the Government will not suffer by said sale, and upon payment to the Secretary of the Treasury of said price the title to said property shall vest in said company, its successors and assigns. Upon the following express conditions, that all non-competing railroads not having now right of way into Chicago, desiring to use the tracks, switches, depots and terminal facilities of said Chicago and Great Western Railroad, shall be by said company or its assigns, permitted to do so, to the extent of the capacity of said company to furnish railroad terminal facilities, upon fair and equitable terms and regulations; and in the event the companies interested cannot agree upon such terms and regulations, then the same shall be fixed and determined by three disinterested persons, one of whom shall be selected by said Chicago and Great Western Railroad Company, one by such other company as may desire to use said tracks, switches and terminal facilities, and the third by the two persons so selected. If the purchase price of said land, as agreed upon or finally fixed as hereinbefore provided, is not paid within ten days after the same shall have been so agreed upon or fixed as aforesaid, this act shall be null and void.

SEC. 2. That all cost incurred under the provisions hereof in appraising said property, or ascertaining the price to be paid therefor, shall be added to the said price as agreed upon, or as the same may be finally fixed hereunder, and paid by said railroad company.

SEC. 3. That the Secretary of the Treasury shall invest the purchase money of the said lot received by him, or so much thereof as may be necessary, in the purchase or acquisition by condemnation of a site, and in the erection thereon of a suitable and commodious warehouse, for the use of the United States local appraiser of customs, and other Government uses, in the city of Chicago. The site and building thereon, when completed upon the plans and specifications to be previously made and approved by the



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Act of Congress authorizing foregoing Deed.

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Secretary of the Treasury, shall not exceed in cost the purchase money received by the Secretary of the Treasury for the lot mentioned in the first section of this act; nor shall any site be purchased until estimates for the erection of a building which will furnish sufficient accommodations for the transaction of the public business, and which shall not exceed in cost the balance of the sum herein limited after the site shall have been purchased and paid for, shall have been approved by the Secretary of the Treasury; and no purchase of site, nor plan for said building, shall be approved by the Secretary of the Treasury involving an expenditure exceeding the said purchase money received by the Secretary of the Treasury under this act, for site and building; and the site purchased shall leave the building unexposed to danger from fire by an open space of at least forty feet, including streets and alleys: Provided, That no part of said sum shall be expended until a valid title to the said site shall be vested in the United States, nor until the State of Illinois shall cede to the United States exclusive jurisdiction over the same during the time the United States shall be or remain the owner thereof, for all purposes except the administration of the criminal laws of said State, and the service of civil process therein.

And the act entitled “An Act for the erection of a public building at Chicago, Illinois,” approved March third, eighteen hundred and eighty-five, is hereby repealed.

Approved, May 27, 1886.

## DEED.

CHICAGO AND GREAT WESTERN RAILROAD COMPANY

TO

CHICAGO AND WISCONSIN RAILROAD COMPANY.

The Grantor, The Chicago and Great Western Railroad Company a corporation created, organized and existing under and by virtue of the laws of the State of Illinois, for and in consideration of one dollar and other good and valuable considerations, hereby quitclaims to the Chicago and Wisconsin Railroad Company a Corporation created, organized and existing under and by virtue of the laws of the State of Illinois all and singular the following described property lying and being in the town of Cicero in the County of Cook and the State of Illinois, to wit:

A strip or belt of land one hundred (100) feet wide, comprising all that part of the north half of the south-east quarter of Section seventeen (17), Township thirty-nine (39) north, range thirteen (13) east of the third (3rd) principal meridian which is included within two (2) lines running parallel with one line being fifty (50) feet distant northerly and the other line being fifty (50) feet distant southerly from the centre line of said grantor's railroad as said center line is located, surveyed and staked out over and across said above described tract of land.

Also a strip or belt of land one hundred (100) feet wide, comprising all that part of the east half of the south west quarter of section seventeen (17), in Township thirty-nine (39) north, range thirteen (13) east of the (3rd) third principal meridian, which is included within two (2) lines running parallel with one line being forty-one and one-half ( $41\frac{1}{2}$ ) feet distant northerly and the other line being fifty-eight and one-half ( $58\frac{1}{2}$ ) feet distant southerly from the center line of said grantor's railroad as said center line is located, surveyed and staked out over and across said last above described tract of land.

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Deed, Ch. & Gt. West. R. R. Co. to Ch. & Wis. R. R. Co.

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Also a strip or belt of land one hundred (100) feet wide, next south of and adjoining the old St. Charles Air Line Railroad right of way, now abandoned, over and across the north twenty (20) acres of the west half of the south-west quarter of Section seventeen (17), in Township thirty-nine (39) north, range thirteen (13) east of the third (3rd) principal meridian.

Also a strip or belt of land one hundred (100) feet wide, next south of and adjoining the old St. Charles Air Line Railroad right of way now abandoned over and across the north-east quarter of lot six (6) in the Subdivision of Section eighteen (18), in Township thirty-nine (39) north, range thirteen (13) east of the third (3rd) principal meridian.

Also a strip or belt of land one hundred (100) feet wide comprising all that part of the north-west quarter of lot six (6) in the Subdivision of Section eighteen (18), Township thirty-nine (39) north, range thirteen (13) east of the third (3rd) principal meridian which is included within two (2) lines running parallel with one line being forty-one and one-half ( $41\frac{1}{2}$ ) feet distant northerly, and the other line being fifty-eight and one-half ( $58\frac{1}{2}$ ) feet distant southerly from the center line of the said grantor's Railroad as said center line is located, surveyed and staked out over and across said last above described tract of land.

Also a strip or belt of land one hundred (100) feet in width over and across lot five (5) in the Subdivision of Section eighteen (18), Township thirty-nine (39) north, range thirteen (13) east of the third (3rd) principal meridian lying immediately south of and adjoining the old right of way of the St. Charles and Mississippi Air Line Railroad Company, now abandoned.

Also a strip or belt of land one hundred (100) feet wide, comprising all that part of lot seven (7) in the Subdivision of Section eighteen (18), Township thirty-nine (39) north, range thirteen (13) east of the third (3rd) principal meridian which is included within two (2) lines running parallel with one line being forty-one and one-half ( $41\frac{1}{2}$ ) feet distant northerly, and the other line being fifty-eight and one-half ( $58\frac{1}{2}$ ) feet distant southerly from the center



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Deed, Ch. & Gt. West. R. R. Co. to Ch. & Wis. R. R. Co.

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line of the said grantor's Railroad as said center line is located, surveyed and staked out over and across said last above described tract of land.

Also a strip or belt of land one hundred (100) feet wide, across the east half of the east forty (40) acres of lot one (1) in the Subdivision of Section eighteen (18), Township thirty-nine (39) north, range thirteen (13) east of the third (3rd) principal meridian except the west half of the south-west quarter, located, and described as follows:

Beginning at a point in the west line of said last mentioned tract one hundred and fourteen and nine-tenths ( $114\frac{9}{10}$ ths) feet north of the center of Harrison Street, and one thousand and eighty-four and five-tenths ( $1,084\frac{5}{10}$ ths) feet east of the west line of said section eighteen (18); thence north along said west line of said last mentioned tract one hundred and one (101) feet to a point; thence south-easterly three hundred and forty-five and six-tenths ( $345\frac{6}{10}$ ths) feet to a point on the east line of said lot one (1) one hundred and sixty-nine and eight-tenths ( $169\frac{8}{10}$ ths) feet north of the center of Harrison Street; thence south along said east line one hundred and one (101) feet to a point; thence north-westerly three hundred and forty-five and six-tenths ( $345\frac{6}{10}$ ths) feet to the place of beginning.

Also a strip or belt of land one hundred (100) feet wide, across the west half of the east forty acres of lot one (1) in the Subdivision of Section eighteen (18), Township thirty-nine (39) north range thirteen (13), east of the third (3rd) principal meridian, except the west half of the south-west quarter thereof, located and described as follows:

Beginning at a point on the west line of said last mentioned tract one hundred and sixty-one (161) feet north of the center line of Harrison Street and seven hundred and forty-two (742) feet east of the west line of said section eighteen (18); thence northerly along the west line of said last mentioned tract one hundred and one (101) feet to a point; thence south-easterly three hundred and forty-five and six-tenths ( $345\frac{6}{10}$ ths) feet to a point on the east line

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Deed, Ch. & Gt. West. R. R. Co. to Ch. & Wis. R. R. Co.

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of said last mentioned tract two hundred and fifteen and nine-tenths ( $215\frac{9}{10}$ ths) feet north of the center line of Harrison Street; thence south along said east line one hundred and one (101) feet to a point; thence north-westerly three hundred and forty-five and six-tenths ( $345\frac{6}{10}$ ths) feet to the place of beginning.

Also a part of a tract of land described as block one (1), except the east forty acres and the west twenty-two and twenty-nine one hundredths acres thereof in the Subdivision of Section eighteen (18) Township thirty-nine (39) north, range thirteen (13) east of the third (3rd) principal meridian, except the west half of the south-west quarter thereof more particularly described as follows to wit:

Beginning at a point on the west line of said last mentioned tract three hundred and five and seven-tenths ( $305\frac{7}{10}$ ths) feet north of the center line of Harrison Street; thence south along the west line of said last mentioned tract one hundred and forty-seven, and seven-tenths ( $147\frac{7}{10}$ ths) feet; thence east on line parallel with the north line of said Harrison Street three hundred and twenty-nine (329) feet to the east line of said last mentioned tract; thence north along the east line of said last mentioned tract one hundred and four and one-tenth ( $104\frac{1}{10}$ th) feet, thence by a straight line north-westerly three hundred and thirty and six-tenths ( $330\frac{6}{10}$ ths) feet to the place of beginning.

Also a part of a tract of land described as the west twenty-two (22) and twenty-nine (29) acres of block one (1) in the Subdivision of section eighteen (18), Township thirty-nine (39) north, range thirteen (13) east of the third (3rd) principal meridian, except the west half of the south-west quarter thereof, more particularly described as follows, to wit:

Beginning at the west line of said last mentioned tract, at a point three hundred and fifty-six and seven-tenths ( $356\frac{7}{10}$ ths) feet north of the center line of Harrison Street, thence south along the west line of said tract, one hundred and ninety-eight and seven-tenths ( $198\frac{7}{10}$ ths) feet, thence east on the line parallel to the north line of said Harrison Street, three hundred and eighty (380) feet



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Deed, Ch. & Gt. West. R. R. Co. to Ch. & Wis. R. R. Co.

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to the east line of said last mentioned tract, thence north along the east line of said tract one hundred and forty-seven and seven-tenths ( $147\frac{7}{10}$ ths) feet, thence in a straight line north-westerly three hundred and eighty-two (382) feet to the place of beginning.

A map or plat of the said premises hereby conveyed is hereunto attached and made part of this deed marked "Exhibit A," and reference thereto is hereby craved for greater certainty. Said Chicago and Great Western Railroad Company further covenants and agrees that it will, upon demand, by good and sufficient conveyances in the law, pass to said Chicago and Wisconsin Railroad Company any title in fee which it may at any time, or from time to time hereafter acquire, if any, to the premises and real estate hereinabove described, or any part thereof, by virtue of any contracts therefor now outstanding and subsisting in its favor, whether written or parol, and further covenants and agrees that said Chicago and Wisconsin Railroad Company, its lessees, successors and assigns, shall succeed to and be and become invested with and may exercise all and singular all rights, privileges, immunities, franchises and ordinances appurtenant to the premises above described, as well for railway purposes as otherwise, and hereby assigns and transfers the same, and each and every thereof to said Chicago and Wisconsin Railroad Company, and further agrees to execute, acknowledge and deliver to said Chicago and Wisconsin Railroad Company any and all further instruments of conveyance and assignment which said Chicago and Wisconsin Railroad Company, its successors, assigns or lessees, may from time to time be advised are reasonable necessary for the more effectually assuring unto it the rights, privileges, franchises and immunities hereby conveyed, assigned and transferred, or intended so to be, but none other than those to which it is now entitled, and with which it is now invested.

Witness the Corporate Seal of said Chicago and Great Western Railroad Company and the signature of its President and the



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Deed. Ch. & Gt. West. R. R. Co. to Ch. & Wis. R. R. Co.

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Counter signature of its Assistant Secretary thereunto lawfully authorized this sixteenth (16) day of August, A. D. 1886.

Chicago and Great Western Railroad Company. Corporate Seal.
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CHICAGO AND GREAT WESTERN  
RAILROAD COMPANY.

By CHAS. L. COLBY,  
*President.*

Attest:

HOWARD MORRIS,  
*Assistant Secretary.*

STATE OF ILLINOIS, }  
COOK COUNTY. } ss.

Be it remembered that on this sixteenth (16) day of August, A. D. eighteen hundred and eighty-six (1886), before me, a Notary Public in and for the County of Cook and State of Illinois, aforesaid personally appeared Charles L. Colby and Howard Morris, to me personally known, who being first severally duly sworn, upon oath do depose and say, the said Charles L. Colby that he is the President, and the said Howard Morris that he is the Assistant Secretary of the Chicago and Great Western Railroad Company, and said deponents did further testify in my presence that the Corporate Seal appearing upon the foregoing Instrument is the Corporate Seal of the said Chicago and Great Western Railroad Company, and that the same was attached thereto by its legal custodian, and the said Charles L. Colby and the said Howard Morris is severally acknowledged that they executed the foregoing instrument and that the same was the free act and deed of said company and of themselves respectively and individually for the uses and purposes therein set forth, pursuant of express vote of said Corporation thereunto lawfully authorizing them.

Given under my hand and seal this sixteenth day of August, A. D. eighteen hundred and eighty-six (1886.)

Kemper K. Knapp. Notarial Seal. Cook Co., Ills.
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KEMPER K. KNAPP,  
*Notary Public, Cook County, Illinois.*

Filed in the office of the Recorder of Cook County, October 27, 1886.

## LEASE.

CHICAGO AND WISCONSIN RAILROAD COMPANY  
TO  
CHICAGO AND GREAT WESTERN RAILROAD COMPANY.

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This Indenture of Lease, made in quadruplicate this sixteenth (16) day of August, A. D. 1886, by and between the Chicago and Wisconsin Railroad Company, a corporation duly created, organized and existing under and by virtue of the laws of the State of Illinois, and the Chicago, Wisconsin and Minnesota Railroad Company and the Wisconsin and Minnesota Railroad Company, respectively, duly created, organized and existing under and by virtue of the laws of the State of Wisconsin, severally parties of the first part, and the Chicago and Great Western Railroad Company, a Corporation duly created, organized and existing under and by virtue of the laws of the State of Illinois, party of the second part:

Witnesseth, that said first parties in consideration of the agreements of the second party hereinafter contained, and of the cash payment by said second party to the Chicago, Wisconsin and Minnesota Railroad Company, and of the rights and privileges hereinafter reserved, have let, demised and leased, and by these presents do let, demise and lease, unto said second party all that piece, portion and part of the Chicago and Wisconsin Railroad so-called, now constructed and operated, except equipment, and extending from its point of intersection with the center line of Madison street (which is also the North line of Section thirteen (13), Town thirty-nine (39), North of Range twelve (12), in the Town of Proviso, County of Cook and State of Illinois); thence in a southerly, south-easterly and easterly direction to the West line of Section sixteen (16), town thirty-nine (39), North of Range thirteen (13), in the Town of Cicero, County and State aforesaid, including all tracks, stations, station-grounds, rights of way, bridges, culverts, side-tracks, turn-tables, water-tanks, engine-houses, shops, buildings and every sort of railroad supplies now appurtenant to

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Lease, Ch. & Wis. R. R. Co. to Ch. & Gt. W. R. R. Co.

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said railroad, and also all rights, liberties, franchises, privileges and immunities belonging to said lessors, or either or any of them, in any way appertaining to the use and enjoyment of the demised premises, as well as all easements, leases, contracts, covenants and agreements of any and every sort, relating to said demised premises, and said first parties hereby severally and respectively assign, transfer and set over unto said second party, all contracts, leases, agreements by them, or either of them, heretofore made with any and all other railroad corporations relating to the use and enjoyment of said demised premises. A map of the railroad property and right of way hereby demised, is hereunto annexed and made part hereof and marked "Exhibit A," and reference thereto is hereby made for greater certainty.

To Have and to Hold unto said Chicago and Great Western Railroad Company and its successors and assigns, for the term of nine hundred and ninety-nine (999) years from and after the Sixteenth (16) day of August, A. D. 1886, and for the longest term allowed by law, not exceeding however, said term of nine hundred and ninety-nine (999) years, subject however, to the reservations, payments and conditions hereinafter prescribed and limited.

In consideration of the premises said parties mutually agree each with each, and each with all the others, as follows, to wit:

*First.* Said lessors covenant and agree to protect said second party, its successors, assigns, lessees, and sub-lessees, in the quiet use, possession and enjoyment of the demised premises during the term above limited against all lawful claims, made by, through or under them, the said lessors.

*Second.* Said second party shall at the time of the execution and delivery of these presents, pay to said Chicago, Wisconsin and Minnesota Railroad Company the sum of Sixty-Seven Thousand, One Hundred Dollars (\$67,100) in gold coined money of the United States of standard weight and fineness, for and as part payment of the rental of the demised premises for the term above limited.

*Third.* For and as part of the consideration for the above lease, and as part payment for the rental therefor, said lessors reserve



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Lease, Ch. & Wis. R. R. Co. to Ch. & Gt. W. R. R. Co.

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unto themselves and unto their successors and assigns, and unto such person or corporation, if any, as shall or may hereafter at any time during the term of this lease, succeed to their estate, in the Chicago and Wisconsin Railroad so-called, extending from the Northern boundary line of the State of Illinois, through the County of Lake and the Villages of Des Plaines and River Forest, respectively, in Illinois, and to a connection with the demised premises, free joint use of the demised premises with the Chicago and Great Western Railroad Company, its successors and assigns, and such other persons or corporations as it may admit to the use of the whole or any part of its terminal facilities, extending from said point of intersection with the center line of Madison street, so-called, above defined, in a southerly and south-easterly and easterly direction to and into and through the Town of Cicero, and to and into the City of Chicago. It is expressly agreed, that said free joint user of said demised premises above reserved, shall afford to said lessors, and their successors and assigns as above defined, free and unobstructed trackage at all times on said demised premises only for each and all its and their and each of their trains from or to each, every, any and all points on the line of said Chicago and Wisconsin Railroad, North of the center line of said Madison Street as above defined, or from, or to any and all points of the system of railways known as the Wisconsin Central Associated Lines, by way of said Chicago and Wisconsin Railroad, to or from such part or parts of the Chicago and Great Western Railroad lying easterly of the West line of section Sixteen (16) in the Town of Cicero, County of Cook and State of Illinois, now constructed or hereafter to be constructed, which said lessors, or either of them, or their or either of their successors or assigns, may now be or may hereafter become entitled to use under contract therefor, with the Chicago and Great Western Railroad Company, provided, however, and it is hereby further mutually agreed, that the joint user of said demised premises above reserved shall not at any time or in any manner, during the term of this lease, be deemed to permit said first parties or either of them, or their or either of their suc-

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Lease, Ch. & Wis. R. R. Co. to Ch. & Gt. W. R. R. Co.

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cessors or assigns in whole or in part, by lease, suffrance or otherwise, to admit directly or indirectly to the use of the terminal facilities of the Chicago and Great Western Railroad Company, lying southerly and easterly of the center line of Madison Street above defined or any part thereof, any independent railroad company or system, or line of railway not forming or operated as part of the Wisconsin Central Associated Lines, so-called, provided, however, that nothing herein contained shall be deemed to prevent said lessors and each of them and their and each of their successors and assigns from such free joint user of said demised premises, so as aforesaid reserved in the transaction of any business that may originate upon or be received for transportation over, or may be destined to any future extension or extensions of said Wisconsin Central Associated Lines in whatsoever direction.

*Fourth.* As further consideration for this lease said Chicago and Great Western Railroad Company further covenants and agrees that it will at all times during the term of this lease, maintain said demised premises without cost or expense to said lessors, in first-class condition, in all respects equal to any part of its line of railroad lying easterly of said demised premises, and further covenants and agrees that it will do and perform all and singular the things required by the lessors, or either of them, to be done and performed by any municipal ordinances in respect of the demised premises, or any part thereof, as well those now in force as those which may hereafter be lawfully adopted or enacted, and further covenants and agrees that it will keep and hold harmless said lessors, and each of them, and their, and each of their successors and assigns, from all taxes and assessments of whatsoever nature, levied, assessed or imposed upon the demised premises, or the earnings made thereupon, saving and excepting only such earnings as may be made by said lessors, or either of them, or their, or either of their, successors or assigns, and further agrees and covenants that at the end of the term above limited it will peaceably and quietly surrender up said demised premises to the lessors, their successors



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Lease, Ch. & Wis. R. R. Co. to Ch. & Gt. West. R. R. Co.

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and assigns, or to such person or corporation as may then be entitled thereto.

*Fifth.* Said Chicago and Great Western Railroad Company hereby expressly covenants and agrees to all and singular the reservation of free trackage over and free joint user with it of the demised premises herein made and reserved by said lessors unto themselves, and each of them, and their, and each of their successors and assigns.

*Sixth.* Said lessors further covenant and agree that they, and each of them, will, and their, and each of their, successors and assigns, shall from time to time, upon demand, join with said lessee hereunder, in executing, acknowledging and delivering such instruments or indentures by way of lease or otherwise, covering the demised premises, as shall or may enable said lessee to use, occupy, possess and enjoy the same by itself or by its lessees, or by its grantees, of trackage rights hereunder, provided however, and this demise is upon express condition subsequent that said Chicago and Great Western Railroad Company shall not at any time during the term thereof, lease or grant any use, or right to use, the demised property to an extent or upon terms which shall materially interfere with the enjoyment thereof, by said lessors, their successors or assigns, or either of them, pursuant of the reservation herein contained.

Witness in quadruplicate execution hercof, the corporate seals of the several parties hereto, and the signatures of their respective officers, thereunto duly authorized the day and year first above written.

CHICAGO AND WISCONSIN RAILROAD COMPANY,

By HENRY S. HAWLEY,

*President.*

Attest:

HOWARD MORRIS,  
*Secretary.*

Chicago and Wisconsin Railroad Company, 1884.
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Lease, Ch. & Wis R. R. Co. to Ch. & Gt. West. R. R. Co.

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CHICAGO, WISCONSIN AND MINNESOTA RAILROAD COMPANY,

By CHAS. L. COLBY,

*President.*

Chicago, Wisconsin and Minnesota Railroad Company Seal, 1885.
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Attest:

HOWARD MORRIS,  
*Assistant Secretary.*

WISCONSIN AND MINNESOTA RAILROAD COMPANY,

By CHAS. L. COLBY,

*President.*

Seal of the Wisconsin and Minnesota Railroad Company.
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Attest:

HOWARD MORRIS,  
*Assistant Secretary.*

CHICAGO AND GREAT WESTERN RAILROAD COMPANY,

By CHAS. L. COLBY,

*President.*

Chicago and Great Western Railroad Company Corporate Seal.
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Attest:

HOWARD MORRIS,  
*Assistant Secretary.*

STATE OF ILLINOIS, }  
COUNTY OF COOK. } ss.

Be it remembered that on this sixteenth (16) day of August, A. D. eighteen hundred and eighty-six (1886) before me, a Notary Public in and for the County of Cook and State of Illinois as aforesaid, personally appeared Henry S. Hawley and Howard Morris, to me personally known, who being first severally duly sworn, upon oath do depose and say, the said Henry S. Hawley, that he is the President, and the said Howard Morris, that he is the Secretary of the Chicago and Wisconsin Railroad Company; and said deponents did further testify in my presence that the corporate seal appearing upon the foregoing instrument is the corporate seal of the said Chicago and Wisconsin Railroad Company; and that the same was attached thereto by its legal custodian and the said

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Lease, Ch. & Wis. R. R. Co. to Ch. & Gt. West. R. R. Co.

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Henry S. Hawley and the said Howard Morris severally acknowledged that they executed the foregoing instrument, and that the same was the free act and deed of said Company and of themselves respectively and individually, for the uses and purposes therein set forth, pursuant of express vote of said Corporation thereunto lawfully authorizing them.

Given under my hand and seal this sixteenth (16) day of August A. D. eighteen hundred and eighty-six (1886).

Kemper K. Knapp, Notarial Seal, Cook Co., Ills.
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KEMPER K. KNAPP,  
*Notary Public, Cook County, Illinois.*

STATE OF WISCONSIN, }  
COUNTY OF MILWAUKEE. } ss.

Be it remembered that on this sixteenth (16) day of August, A. D. eighteen hundred and eighty-six (1886) before me, a Notary Public in and for the County of Milwaukee and State of Wisconsin aforesaid, personally appeared Charles L. Colby and Howard Morris, to me personally known, who being first severally duly sworn, upon oath do depose and say, the said Charles L. Colby that he is the President, and the said Howard Morris that he is the Assistant Secretary of the Chicago, Wisconsin and Minnesota Railroad Company; and said deponents did further testify in my presence that the corporate seal appearing upon the foregoing instrument is the corporate seal of the said Chicago, Wisconsin and Minnesota Railroad Company, and that the same was attached thereto by its legal custodian; and the said Charles L. Colby and the said Howard Morris severally acknowledged that they executed the foregoing instrument, and that the same was the free act and deed of said Company and of themselves respectively and individually for the uses and purposes therein set forth, pursuant of express vote of said corporation thereunto lawfully authorizing them.

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Lease, Ch. & Wis. R. R. Co. to Ch. & Gt. West. R. R. Co.

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Given under my hand and seal this sixteenth (16) day of August A. D. eighteen hundred and eighty-six (1886).

Wm. Shimwell, Notary Public, Milwaukee County, Wis.
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WILLIAM SHIMWELL,  
*Notary Public,*  
*Milwaukee County, Wisconsin.*

STATE OF WISCONSIN, }  
COUNTY OF MILWAUKEE, } ss.

Be it remembered that on this sixteenth (16) day of August, A. D. Eighteen hundred and eighty-six (1886), before me a notary public, in and for the County of Milwaukee, and State of Wisconsin aforesaid, personally appeared Charles L. Colby and Howard Morris, to me personally known, who being first severally duly sworn, upon oath do depose and say, the said Charles L. Colby that he is the President, and the said Howard Morris that he is the Assistant Secretary of the Wisconsin and Minnesota Railroad Company, and said deponents did further testify in my presence that the corporate seal appearing upon the foregoing instrument is the Corporate Seal of the said Wisconsin and Minnesota Railroad Company, and that the same was attached thereto by its legal custodian; and the said Charles L. Colby and the said Howard Morris, severally acknowledged that they executed the foregoing instrument, and that the same was the free act and deed of said Company, and of themselves respectively and individually, for the uses and purposes therein set forth, pursuant of express vote of said corporation thereunto lawfully authorizing them.

Given under my hand and seal, this Sixteenth (16) day of August, A. D. Eighteen hundred and eighty-six (1886).

Wm. Shimwell, Notary Public, Milwaukee County, Wis.
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WILLIAM SHIMWELL,  
*Notary Public,*  
*Milwaukee County, Wisconsin.*



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Lease, Ch. & Wis. R. R. Co. to Ch. & Gt. West. R. R. Co.

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STATE OF ILLINOIS, }  
COUNTY OF COOK. } ss.

Be it remembered that on this Sixteenth (16) day of August, A. D. Eighteen hundred and eighty-six (1886), before me, a notary public in and for the County of Cook, and State of Illinois aforesaid, personally appeared Charles L. Colby and Howard Morris, to me personally known, who being first severally duly sworn, upon oath do depose and say, the said Charles L. Colby that he is President, and the said Howard Morris that he is the Assistant Secretary of the Chicago and Great Western Railroad Company, and said deponents did further testify in my presence, that the corporate seal appearing upon the foregoing instrument is the Corporate Seal of the said Chicago and Great Western Railroad Company; and that the same was attached thereto by its legal custodian; and the said Charles L. Colby and the said Howard Morris severally acknowledged that they executed the foregoing instrument, and that the same was the free act and deed of said Company and of themselves respectively and individually, for the uses and purposes therein set forth, pursuant of express vote of said corporation, thereunto lawfully authorizing them.

Given under my hand and seal, this Sixteenth (16) day of August, A. D. Eighteen hundred and eighty-six (1886).

Kemper K. Knapp, Notary Public, Cook Co., Ills.
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KEMPER K. KNAPP,  
*Notary Public, Cook County, Illinois.*

Recorded in the Recorder's Office of Cook County, October 27, 1886.

## LEASE.

CHICAGO AND WISCONSIN RAILROAD COMPANY

TO

CHICAGO, WISCONSIN AND MINNESOTA RAILROAD COMPANY.

This Indenture of Lease, made this first (1st) day of September, A. D. Eighteen hundred and eighty-five (1885), by and between the Chicago and Wisconsin Railroad Company, a corporation duly created, organized and existing under and by virtue of the constitution and laws of the State of Illinois, party of the first part, and the Chicago, Wisconsin and Minnesota Railroad Company a corporation duly created, organized and existing under and by virtue of the constitution and laws of the State of Wisconsin, party of the second part.

*Witnesseth:*

WHEREAS, Messrs. Charles L. Colby and Frederick N. Finney, as they are contractors for building the Chicago and Wisconsin Railroad, have consented and agreed to exchange all the securities of said Chicago and Wisconsin Railroad Company which they are to receive under their said contract, for the following securities of the Chicago, Wisconsin and Minnesota Railroad Company to wit:

First Mortgage Bonds, amounting to One million one hundred thousand dollars (\$1,100,000).

Income Bonds, amounting to Four hundred thousand dollars (\$400,000).

Preferred Stock, amounting to Six hundred thousand dollars (\$600,000), and,

Common Stock, amounting to Four hundred thousand dollars (\$400,000.)

NOW THEREFORE, said first party in consideration of One Dollar to it in hand paid, and of divers other good and valuable considerations, and in further consideration of the agreements of the lessee hereinafter set forth, has let, demised and leased, and hereby does let, demise and lease unto said second party, all that railroad

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Lease, Ch. & Wis. R. R. Co. to Ch., Wis. & Minn. R. R. Co.

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of this company located and to be located, built, and to be built from the terminus of the Chicago and Great Western Railroad Company, so called, upon the West line of Section Sixteen (16), Town thirty-nine (39) North, of Range Thirteen (13), East in the Town of Cicero, in the County of Cook, and State of Illinois, running thence westerly and northerly upon the located line of this Company through the villages of Harlem, Oak Park, River Forest and Des Plaines, in the County of Cook, and through Lake county, so-called, in said State of Illinois, to a junction with the Chicago, Wisconsin and Northern Railroad, so called, on the northerly boundary line of the State of Illinois; together with all branches and extensions of the same which may at any time hereafter be constructed by the lessor; together with all its tracks, stations, station grounds, rights of way, bridges, side tracks, turn tables, water-tanks, engine houses, shops and buildings, and all its motive power and rolling stock of every description, its iron and steel rails, fish-plates, spikes, tools, implements, railroad materials, telegraph lines, telegraphic materials, building material, bar iron, oil, waste, fuel and every sort of railroad supplies, now, or hereafter to be acquired; together with all buildings, shops, erections and superstructures of every kind, furniture, appurtenances and movable property of every kind; together with all improvements or additions thereof hereafter to be made to or upon any or all of said property; meaning and intending hereby to demise and let unto said second party all of the property of the Chicago and Wisconsin Railroad Company of whatsoever sort and description, and all the rights, liberties, privileges, and franchises belonging to said first party, or in any way appertaining to the use and enjoyment of the demised premises, as well as all easements, leases, contracts, covenants and agreements of any and every sort relating to the demised premises; and said first party hereby assigns, transfers and sets over unto said second party, all contracts, leases and agreements by it made with any and all other railroad corporations prior to the delivery of possession of said property to said second party, whereby said first party may acquire or has acquired the right of entrance into the City of



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Lease, Ch. & Wis. R. R. Co. to Ch., Wis. & Minn. R. R. Co.

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Chicago, and use of terminal facilities in said City, and also the right to maintain, operate, use and enjoy any and all railroads constructed in the State of Illinois by said first party; and hereby declares that said first party now executes this lease in order to enable said second party to use the Chicago and Wisconsin Railroad as said second party's trunk line between the termini hereinbefore mentioned, and as a railway for the transportation of persons and property by said second party, its successors, lessees and assigns, as completely and fully as if said second party were absolute owner thereof.

TO HAVE AND TO HOLD the same to said Chicago, Wisconsin and Minnesota Railroad Company, its successors and assigns, for the term of Nine hundred and ninety-nine (999) years, and for the longest term of years allowed by law, not exceeding said nine hundred and ninety-nine (999) years, from and after the date when the said Chicago and Wisconsin Railroad Company, so called, shall have been completed and ready for business and shall have been delivered to and accepted by said second party for operation as a completed railway in undisturbed possession, use and control of said second party, and its successors and assigns, to its and their sole use, benefit and behoof.

In consideration whereof, said Chicago, Wisconsin and Minnesota Railroad Company, for itself and for its successors, lessees and assigns, agrees to pay all license fees, taxes and impositions, whatsoever, imposed by law upon and payable during said term out of all the demised premises to any municipal, federal or state authority lawfully entitled to receive the same; and covenants to keep the demised premises insured, so far as the same and any portion thereof are properly insurable, against fire; and to pay the said lessor on or before the first day of September in each and every year during the term of said lease, an annual rental upon said demised premises of One Dollar, and to assume all liabilities of accident arising from operation of the demised premises, and to replace all worn out or broken rails or other property concerned in the operation thereof, and at the end of said term to deliver to

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Lease, Ch. & Wis. R. R. Co. to Ch., Wis. & Minn. R. R. Co.

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said lessor the demised premises in condition substantially as good as when received by said second party.

Said Chicago, Wisconsin and Minnesota Railroad Company further agrees to and with said Chicago and Wisconsin Railroad Company that, upon demand, it will issue and deliver to John A. Stewart and Edwin H. Abbot, as Trustees, its securities as follows, to wit:

First Mortgage Bonds, amounting to one million, one hundred thousand dollars (\$1,100,000); and Income Bonds, amounting to Four hundred thousand dollars (\$400,000), upon the trust to deliver the same to whomsoever shall present, deliver and surrender to them One million, one hundred thousand dollars (\$1,100,000), of the first mortgage bonded indebtedness, and Four hundred thousand dollars (\$400,000) of the income bonded indebtedness of the Chicago and Wisconsin Railroad Company in the first mortgage bond and the income bond of said Company, which are issued and delivered by said Company, in payment for the Chicago and Wisconsin Railroad. And it is hereby mutually agreed that said John A. Stewart and Edwin H. Abbot, Trustees as aforesaid, and their survivors, survivor, successors and successor shall thereafter and until the retirement and cancellation of the aforesaid first mortgage and income bonded indebtedness of the Chicago and Wisconsin Railroad Company, hold, use and control its said first mortgage bond and its said income bond, in their judgment and discretion in order more effectually to secure the possession of said lessee hereunder, and to protect the parties who from time to time shall be and become holders of the first mortgage bonds and the income bonds issued by the Chicago, Wisconsin and Minnesota Railroad Company in substitution and exchange for the said first mortgage bond and income bond of the Chicago and Wisconsin Railroad Company.

Said Chicago, Wisconsin and Minnesota Railroad Company further agrees with said Chicago and Wisconsin Railroad Company that, upon demand, it will issue and deliver to Charles L. Colby, Edwin H. Abbot and Colgate Hoyt, as Trustees, Six hun-



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Lease, Ch. & Wis. R. R. Co. to Ch., Wis. & Minn. R. R. Co.

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dred thousand dollars (\$600,000) of its preferred stock, and Four hundred thousand dollars (\$400,000) of its common stock, upon the trust to deliver the same to whomsoever shall present, deliver, transfer and surrender to them, all the preferred stock and common stock of the Chicago and Wisconsin Railroad Company, which is issued in payment for the Chicago and Wisconsin Railroad, to wit: preferred stock of said last named Company, amounting to Nine hundred thousand dollars (\$900,000) and common stock of said Company, amounting to Six hundred thousand dollars (\$600,000) And it is hereby mutually agreed, that said Charles L. Colby, Edwin H. Abbot and Colgate Hoyt, Trustees as aforesaid, and their survivors, survivor, successors, successor and assigns shall thereafter, during the term of this lease, hold said stock of the Chicago and Wisconsin Railroad Company in their own names, or in the names of such other person or persons as they may from time to time designate, and shall thereafter use and control all said stock, for the sole purpose of more effectually securing in their judgment and discretion, the possession of the lessee hereunder, and of protecting in every lawful and necessary way, the parties who shall be and become from time to time during said lease, holders of the bonds and of the preferred and common stock which shall be issued by the Chicago, Wisconsin and Minnesota Railroad Company, in substitution and exchange for the bonds and the preferred and common stock of the Chicago and Wisconsin Railroad Company.

WITNESS the seals of the corporate parties hereto, and the hands of their officers lawfully authorized thereto, and the hands and seals of said John A. Stewart, Charles L. Colby, Edwin H. Abbot and Colgate Hoyt, above named, in quadruplicate execution hereof, the day and year above written.

CHICAGO AND WISCONSIN RAILROAD COMPANY.

By ELLIOTT C. FLOWER, *Special Agent*.

Attest:

[SEAL.]      HOWARD MORRIS, *Secretary*.



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Lease, Ch. & Wis. R. R. Co. to Ch., Wis. & Minn. R. R. Co.

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CHICAGO, WISCONSIN AND MINNESOTA RAILROAD COMPANY,  
 BY HENRY S. HAWLEY, *President*.

Attest:

[SEAL.] JOHN P. NEAL, *Secretary*.

JOHN A. STEWART. [SEAL.]

EDWIN H. ABBOT. [SEAL.]

CHAS. L. COLBY. [SEAL.]

COLGATE HOYT. [SEAL.]

STATE OF ILLINOIS, }  
 COUNTY OF COOK, } ss.  
 CITY OF CHICAGO. }

Be it remembered that on this ninth day of February, A. D. 1886, personally came before me, a Notary Public in and for the County of Cook and State of Illinois aforesaid, Elliott C. Flower and Howard Morris, who being first by me duly sworn, upon oath did depose and say respectively, the said Elliott C. Flower that he signed and executed the foregoing lease pursuant of express vote of the Chicago and Wisconsin Railroad Company thereunto authorizing him, and the said Howard Morris that he is the Secretary of said Company, and likewise countersigned and attested the foregoing lease by the express authority of the Chicago and Wisconsin Railroad Company; and that the seal attached thereto is the common and corporate seal of said Company, and was thereunto affixed by its authority; and said Elliott C. Flower and Howard Morris did then and there severally and respectively acknowledge the foregoing instrument to be the free act and deed of said Company and of themselves individually, for the uses and purposes therein set forth.

WITNESS my hand and Notarial Seal this 9th day of February, A. D. 1886.

[SEAL.]

JESSE B. BARTON,  
*Notary Public, Cook County, Illinois.*

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Lease, Ch. & Wis. R. R. Co. to Ch., Wis. & Minn. R. R. Co.

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STATE OF NEW YORK,  
CITY AND COUNTY OF NEW YORK. } ss.

On this twentieth day of February, one thousand eight hundred and eighty-six, before me personally appeared John A. Stewart, Edwin H. Abbot, Charles L. Colby and Colgate Hoyt, to me personally known, and known to me to be the individuals described in and who executed the within instrument, and severally acknowledged that they executed the same for the purposes therein set forth.

WITNESS my hand and official seal this 20th day of February, 1886.

ROBERT S. MINTURN,  
[SEAL.] *Notary Public, (109) New York County.*

Recorded in the office of the Secretary of State of Illinois, February 26, 1886.

Recorded in the office of the Recorder of Cook County, February 26th, 1886.

Recorded in the office of the Recorder of Lake County, Illinois, July 16th, 1886.

## DEED.

CITY OF CHICAGO TO JOHN P. NEAL.

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THIS INDENTURE, made this 21st day of March, A. D. 1888.

Between the City of Chicago, a Municipal Corporation organized and existing under the laws of the State of Illinois, party of the first part, and John P. Neal of the County of Cook and State of Illinois, party of the second part.

WITNESSETH: Whereas the Board of Education of said city of Chicago, did on the 26th day of February, A. D. 1887, approve of and adopt the report of its Committee on School Fund property, concerning the sale of the premises hereinafter described to John P. Neal, and did request the Mayor and the City Council of the City of Chicago to consent to the sale, and to execute a conveyance of Block Eighty-Eight (88), and the North half of Block Eighty-Seven (87), of School Section Addition to Chicago, to John P. Neal, for the consideration of Six hundred and fifty thousand dollars (\$650,000.00) upon the following terms, viz:

1st. That said Neal or the Chicago and Great Western Railroad Company shall first surrender and cancel, or cause to be surrendered and canceled, all existing leases upon said property or any part thereof.

2nd. That all accrued rentals due the Board of Education under said leases, and all taxes or special assessments upon the improvements upon said property to be first paid.

3rd. That the said Neal and the said Railroad Company shall cause to be paid to the Board of Education, until the First day of May, 1888, a sum equal to the amount of the rentals which would accrue under the provisions of said leases during the period intervening, as though they continued in force.

4th. That the said John P. Neal and said Chicago and Great Western Railroad Company execute and deliver a mortgage to the Board of Education, secured upon the property conveyed, for the sum of Six hundred and fifty thousand dollars, payable in fifty



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Deed, City of Chicago to Neal.

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years after the First day of May, A. D. 1888, with interest from said date at the rate of five per centum per annum, payable on the First day of November and May in each and every year during said period of fifty years, which Mortgage shall contain covenants and conditions satisfactory to the Board of Education.

5th. The said Mortgage shall contain a provision that in case of default in the payment of said semi-annual interest or in the payment of any taxes or special assessments lawfully assessed upon said premises or any part thereof, and such default in either case shall continue for the period of thirty days after written notice to said company, the rate of interest upon the principal of said Mortgage shall, for the remainder of said period of fifty years, be eight per centum per annum, instead of five per centum per annum.

6th. The Railroad Company shall, within the period of two years from May 1, 1887, erect permanent passenger depot buildings upon the land conveyed for railroad purposes, at a cost not less than Two hundred and fifty thousand dollars; provided, however, that the time, if any, during which said Company may be delayed in the completion of such buildings by injunction *bona fide* issued, or prevented by labor strikes over which they have no control, shall not be treated as a part of said two years, and that said Company shall execute a bond, with good and sufficient sureties to be approved by the Board of Education, in the penal sum of \$250,000, conditioned upon the performance of the requirement of this Article.

AND WHEREAS, the City Council of the City of Chicago, did on the 21st day of March, A. D. 1887, concur in and authorize such sale and conveyance on the terms above set forth by the passage of an order, as follows, viz:

“Ordered that the Mayor and City Comptroller be, and they are hereby, authorized and directed to execute a conveyance of the North half of Block 87, and Block 88, School Section Addition to Chicago, to John P. Neal, upon the terms and conditions as set forth in the Board of Education communication hereto annexed.”

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Deed, City of Chicago to Neal.

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AND WHEREAS, a question arose between said parties as to whether the Mortgage to secure the purchase money of said premises should be executed to said Board of Education or to said City of Chicago, which question was submitted for decision to the Supreme Court of Illinois, at the September Term, A. D. 1887, in the case of the *People ex relatione John P. Neal vs. John A. Roche, Mayor of the City of Chicago et al.*, being a petition for Mandamus, and afterwards and on, to wit: the 19th day of January, A. D. 1888, the opinion of said Court was filed, holding that such Mortgage should be executed to the City of Chicago.

AND WHEREAS, said Board of Education, did on the 11th day of February, A. D. 1888, approve of and adopt the report of its Judiciary Committee, concerning such sale, and did pass the following resolution, viz.:

“ *Resolved*, That the Board of Education of the City of Chicago hereby consents to the sale, and requests the City Council of the City of Chicago, to concur therein and execute the conveyance of Block Eighty-Eight (88), and the North half of Block Eighty-seven (87), of School Section Addition to Chicago, to John P. Neal, upon the execution by said John P. Neal and wife, and by said Chicago and Great Western Railroad Company, of a mortgage and bond in the form hereto annexed”; the form of mortgage therein referred to being a mortgage to the City of Chicago and the bond therein referred to, being a bond in the sum of Two hundred and fifty thousand dollars (\$250,000.00), to be executed by the Chicago and Great Western Railroad Company, with sureties, conditioned for the erection of a Passenger Depot, upon said premises, within two years from the First day of May, A. D. 1888.

AND WHEREAS, the City Council of the City of Chicago, did on the 20th day of February A. D. 1888, amend such proposed form of mortgage in certain particulars, and did thereupon pass the following ordinance, viz:

“ *Be it ordained by the City Council of the City of Chicago:*

SECTION 1. That the Mayor and City Comptroller be, and they are hereby authorized and directed to execute a conveyance of the



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Deed, City of Chicago to Neal.

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North half of Block 87 and Block 88, School Section Addition to Chicago, to John P. Neal, upon the terms and conditions set forth in the report of the Judiciary Committee of the Board of Education, as amended by the City Council.

SEC. 2. This ordinance shall be in force and effect from and after its passage.”

AND WHEREAS, the said Board of Education did on the 7th day of March, A. D. 1888, approve of and adopt such amendment in said proposed form of Mortgage and did pass the following resolution, viz:

“ WHEREAS, the Board of Education of the City of Chicago, did on the 11th day of February, 1888, by resolution consent to the sale and request the City Council of the City of Chicago, to concur therein, and to execute a conveyance of Block Eighty-Eight (88) and the North half of Block Eighty-seven (87) School Section Addition to Chicago, to John P. Neal, upon the execution by the said Neal and wife, and the Chicago and Great Western Railroad Company, of a Mortgage in the sum of Six hundred and fifty thousand dollars (\$650,000.00), to secure the purchase money of said premises, with a bond in the sum of Two hundred and fifty thousand dollars (\$250,000.00) to secure the erection of a Passenger Depot thereon, the form of which bond and mortgage were approved by the Board of Education, and

“ WHEREAS, the City Council of the City of Chicago did, on the 20th day of February, 1888, amend the form of such proposed mortgage in the second paragraph of the Sixth Section thereof, by striking out the words ‘ Board of Education ’ so that the same as amended reads as follows:

“ ‘ In case of the foreclosure of this Indenture of Mortgage it shall be lawful to institute all necessary proceedings in Court in the name of the party of the second part,’ etc.; and

“ WHEREAS, the City Council by an ordinance passed on said 20th day of February, 1888, and approved by the Mayor, February 25th, 1888, did authorize and direct the Mayor and City Comptroller to execute such conveyance to the said John P. Neal, upon



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Deed, City of Chicago to Neal.

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the execution of the Mortgage so amended, and of the bond in the form approved by the Board of Education. Now therefore,

“ *Resolved*, That the Board of Education hereby consents to and ratifies such amendment, with like force and effect as if the same had been expressed, and contained in the form of the Mortgage, approved by the Board of Education, on the 11th day of February, A. D. 1888.”

AND WHEREAS, all existing leases upon said premises, or any part thereof, have been surrendered and canceled and all accrued rentals due, to said Board of Education, under such leases, and all taxes and special assessments upon the improvements upon said premises, have been paid to the said Board of Education, a sum equal to the amount of rentals which would accrue under the provisions of said leases, had they continued in force, until May First, A. D. 1888, and the said John P. Neal and the said Chicago and Great Western Railroad Company stand ready to execute and deliver a mortgage to the City of Chicago, to secure the purchase money of Six hundred and fifty thousand dollars (\$650,000.00), in the form so approved as aforesaid, and the said Chicago and Great Western Railroad Company stands ready to execute a bond, in the form so approved, as aforesaid, with sufficient sureties, conditioned for the erection of a Passenger Depot, upon said premises within Two (2) years from May First, A. D. 1888.

Now, therefore, in consideration of the premises and for the purpose of giving effect to the proceedings of said Board of Education, and of the City Council of the City of Chicago, as above set forth, and in consideration of the sum of Six hundred and fifty thousand dollars (\$650,000.00) the party of the first part has aliened, remised, released and conveyed, and does hereby alien, remise, release and convey unto the party of the second part, all and singular, the following described premises situated in the City of Chicago, in the County of Cook and State of Illinois, to wit:

Block Eighty-Eight (88) and the North half of Block Eighty-seven (87) of the School Section Addition to the City of Chicago, being a Subdivision of Section number sixteen (16) Township

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Deed, City of Chicago to Neal.

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number thirty-nine (39) North, Range number Fourteen (14) East of the Third Principal Meridian, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, to have and to hold the same unto the party of the second part, his heirs and assigns forever.

IN WITNESS WHEREOF, the party of the first part has caused this Indenture to be signed by its Mayor and City Comptroller, and has caused its Corporate Seal to be hereunto affixed the day and year first above written.

THE CITY OF CHICAGO,  
By JOHN A. ROCHE,  
*Mayor.*

AUGUSTUS H. BURLEY,  
*City Comptroller.*

[SEAL.]

D. W. NICKERSON,  
*City Clerk.*

STATE OF ILLINOIS, }  
COOK COUNTY. } ss.

I, B. Boyden, a Notary Public in and for said County, in the State aforesaid, do hereby certify that John A. Roche, as Mayor of the City of Chicago, and Augustus H. Burley, as City Comptroller of the City of Chicago, personally known to me to be such Mayor and City Comptroller respectively, and the same persons whose names as such Mayor and City Comptroller are respectively subscribed to the foregoing Instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said Instrument and caused the Corporate Seal of the City of Chicago, to be affixed thereto as their free and voluntary act as such Mayor and City Comptroller respectively and as the free and voluntary act of said City of Chicago, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this fourteenth day of April, A. D. 1888.

[SEAL.]

B. BOYDEN.

Recorded in the office of the Recorder of Cook County, April 14th, 1888.

## LEASE.

CICERO SCHOOL TRUSTEES

TO

THE CHICAGO AND GREAT WESTERN RAILROAD COMPANY.

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THIS INDENTURE made this first day of July, A. D. 1885, between the Trustees of Schools of Township Thirty-nine (39), Range (13) in the Town of Cicero in the County of Cook and State of Illinois, party of the first part, and the Chicago and Great Western Railroad Company, a corporation organized under and by virtue of the laws of the State of Illinois, and having a residence therein, party of the second part.

WITNESSETH: That party of the first part for and in consideration of the covenants and agreements hereinafter mentioned to be kept and performed by the party of the second part, has demised and leased, and does by these presents demise and lease to the party of the second part, its successors and assigns, for permanent improvement the following described Real Estate situate in said Town of Cicero, in County and State aforesaid, viz: That portion of School Section Sixteen (16), in Township Thirty-nine (39) North, of Range Thirteen (13) East of the Third Principal Meridian, lying south of the old St. Charles Air Line R. R. Right of Way, containing One Hundred and Forty-Eight acres (148) acres more or less for the term of Seventy years (70 years) beginning on the first day of July, A. D. 1885, and ending on the thirtieth day of June, A. D. 1955, at an annual rental, of a sum equal to Six (6) per cent. of the Cash value of said Real Estate from time to time as hereinafter stated, payable semi-annually in advance during said term at the office of the Township Treasurer, of Township Thirty-nine (39), Range Thirteen (13), Cook County, Illinois.

It is mutually agreed between the party of the first part and their successors in office, and the party of the second part, its successors and assigns, that the cash value of said Real Estate for the first ten years of said term is hereby fixed and stipulated to be at the rate



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Lease, Cicero School Trustees to Ch. & Gt. West. R. R. Co.

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of Four Hundred Dollars per acre (\$400.00 per acre.) That the party of the second part is to use, occupy and enjoy said premises free from rent for the first one year, of said ten years, of said term.

And the said party of the second part, its successors and assigns, in consideration of the leasing of the premises aforesaid, covenants and agrees with said party of the first part, their successors in office, to pay the rent above specified, for the last nine years of the first ten years of said term, that is to say: to pay the sum of Three Thousand Five Hundred and Fifty Two Dollars (\$3,552.00) per annum in sums of Seventeen Hundred and Seventy Six Dollars (\$1,776.00) in advance on the first day of every six months of said Nine Years at the office of Township Treasurer of Township Thirty-nine (39), Range Thirteen (13), Cook County, Ills. And it is further covenanted by the parties hereto at the expiration of said first ten years of said term of Seventy years, if they shall be unable to agree upon the cash value of said Real Estate for the second ten years of this lease, then and in such case the party of the first part shall select one appraiser, and the party of the second part shall select one appraiser, and the two appraisers so selected, if they shall fail to agree upon the cash value of said land for the second ten years of said term, shall choose a third appraiser, all of whom shall be reputable freeholders to the extent in value of Ten Thousand Dollars, and residents of said Cook County, and a majority of said appraisers shall fix the cash value of said Real Estate for said second ten years of said term, and when so fixed, party of the second part shall pay to the party of the first part as annual rent for said second ten years of said term a sum of money equal to six per cent. of such appraised value of said real estate, payable as first above mentioned.

It is further covenanted between the parties hereto that the above provision as to the appraisement of said Real Estate and payment of rent at the rate of six per cent. of the valuation thereof, shall extend to the third, fourth, fifth, sixth and seventh ten years of said term, and until said Seventy years have expired.

And the said party of the second part agrees to pay said annual

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Lease, Cicero School Trustees to Ch. & Gt. West. R. R. Co.

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rent of six per cent. on the appraised value of said land from time to time as herein set forth, payable semi-annually in advance, at the office of the Township Treasurer of Township Thirty-nine (39) Range Thirteen (13), Cook County, Illinois.

And it is further covenanted by the parties hereto, that said Chicago and Great Western R. R. Company are to pay all taxes, if any are hereafter levied, and all assessments on said premises herein described, and all taxes and assessments on any improvements which may be placed on said land herein described during this lease. And it is further agreed that at the end of this lease all rent due under the same having been paid, the improvements made by said Railroad Company shall belong to said Company, and may be removed by it, its successors or assigns, within a reasonable time after the expiration of said seventy years or earlier determination of this lease; said reasonable time not to extend beyond one year.

It is expressly agreed between the parties aforesaid, that if the rent above reserved or any part thereof, shall not be paid on the day when the same is due by the terms hereof, and shall remain unpaid for the space of sixty days thereafter, or if default shall be made in any of the covenants and agreements herein contained, to be kept by the said party of the second part, its successors and assigns, it shall and may be lawful for the said party of the first part, their successors and assigns, at their election to declare said term ended, and into the said premises or any part thereof, to re-enter; and the said party of the second part, or any other person or persons, occupying in or upon the same, to expel, remove, and to put out, and the said premises again to repossess and enjoy as in their first and former estate, and to distrain for any rent that may be due thereon, and to levy upon any property belonging to the party of the second part, whether the same be exempt from execution or distress by law or not; and said party of the second part, in that case hereby agrees to waive all legal rights which it now has or may have, to hold or retain any such property, under any exemption laws now in force in this State. And if at any time said term shall be ended at such election of said

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Lease, Cicero School Trustees to Ch. & Gt. West. R. R. Co.

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party of the first part, their successors or assigns, as aforesaid, or in any other way, the said party of the second part, its successors or assigns, do hereby covenant and agree to surrender and deliver up the said above described premises, reasonable time being given for the removal of the improvements, as aforesaid, peaceably to said party of the first part, their successors and assigns, immediately upon the determination of said term, as aforesaid, and if it shall remain in the possession of the same ninety days after such default or after the termination of this lease in any of the ways above named, it shall be deemed guilty of a forcible detainer of said premises under the Statute, and shall be subject to all conditions and provisions above named, and to eviction and removal, as above stated.

Said party of the second part covenants with said party of the first part, to erect and maintain upon said Real Estate a Freight and Passenger Depot, Railroad Tracks, Side Tracks, Switches and Transfer Tracks, and to afford ample facilities for suburban business within a reasonable time after the completion of its road.

IN WITNESS WHEREOF, the party of the first part has caused these presents to be signed by its President and Secretary, and approved by the Board, and the party of the second part has executed this lease by the signature of its President and Secretary, and attachment of its corporate seal in duplicate.

NELSON M. BASSETT,

*President Board of Trustees of  
Schools of Township 39, Range  
13, Cook County, Illinois.*

GEO. A. PHILBRICK,

*Treasurer and ex-officio Secretary.*

CHICAGO AND GREAT WESTERN

RAILROAD CO.

By CHAS. L. COLBY,

*President.*

EDWIN H. ABBOT,

*Secretary.*

Trustees of Schools. SEAL. T. 39, R. 13, Cook Co., Ill.
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## TRANSCRIPT

FROM THE RECORD OF THE PLAT OF GREENE'S SOUTH BRANCH  
ADDITION TO CHICAGO.

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“Greene's South Branch } Map, entitled as in the margin, recorded  
Addition to Chicago.” } June 17, 1856, in Book 98 of maps,  
page 90.

Surveyor's Certificate, dated June 16, 1856, certifies that he has surveyed the “N. frac. part” of Section 29, T. 39 N., R. 14 E. of 3d P. M., excepting the East 16 72/100 acres, and on requisition of the Chicago South Branch Canal Company and others, subdivided the same into such lots or tracts of land and Streets and Canals as delineated on the adjoined plat, and that said plat is a correct representation of said survey and subdivision.

Certificate, dated June 16, 1856, by William Green, John F. Hance, in person, William L. Sampson, Caleb Allen and Richard J. Arnold, by James H. Rees, their Attorney, Roswell B. Mason, Joseph Fisk, William S. Sampson and Charles Stetson, by Amos G. Throop, their Attorney, Amos G. Throop and Hiram Joy, in person, proprietors of Green's South Branch Addition to Chicago, laid out on the north fractional half of the North East quarter, and the North West fractional part of the North West quarter of Section 29, T. 39 N., R. 14 E., according to the survey and map thereof made by William Clogher above certified, certify that they have laid out and allotted said land according to the map thereof, and that they do hereby acknowledge and adopt the same, reserving the right to lay down and maintain one or more Railroad tracks, in each of the Streets laid out in said addition, together with all necessary switches, Turnout and Turn tables, and also to extend all or any of the canals designated in said Addition north to South Street.

Acknowledged June 16, 1856, by William Green, John F. Hance, Amos G. Throop and Hiram Joy, in person, James H. Rees

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Plat, Greene's South Branch Addition.

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on behalf, and as attorney in fact of William L. Sampson, Caleb Allen, and Richard J. Arnold, and by Amos G. Throop, as attorney in fact of Roswell B. Mason, Joseph Fisk, William L. Sampson and Charles Stetson.

DEED.

CHICAGO SOUTH BRANCH DOCK COMPANY  
TO  
BRIDGEPORT AND SOUTH CHICAGO RAILROAD COMPANY.

THIS INDENTURE WITNESSETH, that the Grantor, THE CHICAGO SOUTH BRANCH DOCK COMPANY, of the City of Chicago in the County of Cook and State of Illinois, for the consideration of Five (\$5) Dollars, conveys and quitclaims to the BRIDGEPORT AND SOUTH CHICAGO RAILROAD COMPANY OF ILLINOIS, of the City of Chicago, County of Cook and State of Illinois, all interest in the following described Real Estate, to wit:

All the lands, tenements, hereditaments, franchises, rights, privileges, easements, rights of way, contracts, agreements and property of every name, nature and description, of, belonging to or vested in the Chicago South Branch Dock Company and not heretofore conveyed by it, situated in the County of Cook in the State of Illinois, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of this State.

Dated this Twelfth day of February, A. D. 1889.

	CHICAGO SOUTH BRANCH DOCK COMPANY,	[SEAL.]
	By ROSWELL B. MASON,	[SEAL.]
	<i>Its President</i> , and	
<div>Corporate Seal.</div>	EDWARD G. MASON,	[SEAL.]
	<i>Its Secretary.</i>	

Attest: E. G. MASON,  
*Secretary.*

STATE OF ILLINOIS, }  
COUNTY OF COOK. } ss.

I, Sydney Richmond Taber, a Notary Public in and for the County aforesaid, do hereby certify that Roswell B. Mason, President, and Edward G. Mason, Secretary of Chicago South Branch Dock Company, who are personally known to me to be the President and Secretary of said Company, personally appeared before



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Deed, Ch. So. Branch Dock Co. to Bridgeport & S. C. R. R. Co.

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me this day and acknowledged that they signed, sealed and delivered the annexed Instrument as the free and voluntary act of said Company, and as their free and voluntary act as the President and Secretary of said Company, for the uses and purposes therein set forth.

Given under my hand and Notarial seal this twelfth day of February, A. D. 1889.

SYDNEY RICHMOND TABER,

[SEAL.]

*Notary Public.*

Filed in the office of the Recorder of Cook County, May 27th, 1890.

## DEED.

CHICAGO AND GREAT WESTERN RAILROAD COMPANY  
TO  
CHICAGO AND NORTHERN PACIFIC RAILROAD COMPANY.

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THIS INDENTURE, made this eleventh (11th) day of March, A. D. 1890, by and between the CHICAGO AND GREAT WESTERN RAILROAD COMPANY, a corporation created, organized and existing under and by virtue of the laws of the State of Illinois, party of the first part, and the CHICAGO AND NORTHERN PACIFIC RAILROAD COMPANY, a corporation created, organized and existing under and by virtue of the laws of the said State of Illinois, party of the second part.

WHEREAS, The Chicago and Northern Pacific Railroad Company, the grantee herein, is in possession of and operating in connection with and in the extension of its own railway lines, all the railroad, right of way, buildings, rolling stock, and real and personal property of every kind and description, of the Chicago and Great Western Railroad Company, the grantor herein:

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That the grantor, the Chicago and Great Western Railroad Company, for and in consideration of the sum of one dollar and other valuable considerations to it in hand paid, conveys and warrants to the Chicago and Northern Pacific Railroad Company, the grantee, all the railway property, corporate rights and franchises of the said Chicago and Great Western Railroad Company, except the franchise to be a corporation; which said railway property includes among other things, the railway lines of the party of the first part now constructed from the north line of the south half of Block 87, in the School Section Addition to the City of Chicago, in the State of Illinois; thence southerly and southwesterly across the south branch of the Chicago River north of Twelfth street in said city; thence in a southerly and southwesterly direction to Stewart avenue so called, in said city; thence in a general westerly direction through said City of Chicago to the west line of sec-

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Deed, Ch. & Gt. West. R. R. Co. to Ch. & North. Pac. R. R. Co.

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tion sixteen in the Town of Cicero in said County of Cook, together with the passenger stations, round houses, freight sheds, freight houses, yards, depot grounds, rights of way and other terminal and transfer facilities connected therewith, and all other real and personal property of said Railroad Company.

IN WITNESS WHEREOF, the Chicago and Great Western Railroad Company has caused these presents to be signed by its President thereunto duly authorized, and its corporate seal to be hereunto attached, and attested by its Secretary thereunto duly authorized, this eleventh (11th) day of March, A. D. 1890.

CHICAGO AND GREAT WESTERN RAILROAD COMPANY.

Chicago and Great Western [Corporate Seal.] Railroad Company.
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By A. A. ALLEN,  
*President.*

Attest:

WILLIAM E. DUNCOMBE,  
*Secretary.*

STATE OF ILLINOIS, }  
COOK COUNTY. } ss.

I, KEMPER K. KNAPP, a Notary Public in and for Cook County, in the State of Illinois, do hereby certify that A. A. Allen and William E. Duncombe, personally known to me to be the President and Secretary respectively of the Chicago and Great Western Railroad Company, appeared before me this day in person and acknowledged that they executed the foregoing instrument for and on behalf of said Chicago and Great Western Railroad Company, as the free and voluntary act of said Railroad Company, for the uses and purposes therein set forth.

Given under my hand and notarial seal this eleventh (11th) day of March, A. D. 1890.

Kemper K. Knapp, [Notarial Seal.] Cook County, Ills.
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KEMPER K. KNAPP,  
*Notary Public.*

Recorded in the office of the Recorder of Cook County, Illinois,  
May 27th, 1890.



## DEED.

CHICAGO, HARLEM AND BATAVIA RAILWAY COMPANY  
TO  
CHICAGO AND NORTHERN PACIFIC RAILROAD COMPANY.

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THIS INDENTURE, made this eleventh (11th) day of March, A. D. 1890, by and between the CHICAGO, HARLEM AND BATAVIA RAILWAY COMPANY, a corporation created, organized and existing under and by virtue of the laws of the State of Illinois, party of the first part, and the CHICAGO AND NORTHERN PACIFIC RAILROAD COMPANY, a corporation created, organized and existing under and by virtue of the laws of the said State of Illinois, party of the second part.

WHEREAS, The Chicago and Northern Pacific Railroad Company, the grantee herein, is in possession of and operating in connection with and in the extension of its own railway lines, all the railroad, right of way, buildings, rolling-stock and real and personal property of every kind and description of the Chicago, Harlem and Batavia Railway Company, the grantor herein:

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That the grantor, the Chicago, Harlem and Batavia Railway Company, for and in consideration of the sum of one dollar and other valuable considerations to it in hand paid, conveys and warrants to the Chicago and Northern Pacific Railroad Company, the grantee, all the railway property, corporate rights and franchises of the said Chicago, Harlem and Batavia Railway Company, except the franchise to be a corporation; which property includes among other things the suburban depots, depot grounds, rights of way, connecting tracks and other facilities forming part of a railway line commencing at a point of junction with the railroad of the Chicago and Great Western Railroad Company at or near Crawford avenue, so-called, in said City of Chicago; thence northerly to a point at or near West Randolph street in said city; thence in a general westerly direction to a connection with the railway line of the Chicago and Wisconsin Railroad Company in the County of Cook, in said State, with a

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Deed, Ch., Har. & Bat. Ry. Co. to Ch. & North. Pac. R. R. Co.

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branch line running in a general southerly direction, to a point at or near Desplaines avenue in said County of Cook, State of Illinois, and all other real and personal property of said Railway Company.

IN WITNESS WHEREOF, the Chicago, Harlem and Batavia Railway Company has caused these presents to be signed by its President, thereunto duly authorized, and its corporate seal to be hereunto attached, and attested by its Secretary, thereunto duly authorized, this eleventh (11th) day of March, A. D. 1890.

CHICAGO, HARLEM AND BATAVIA RAILWAY COMPANY,

Chicago, Harlem and Batavia [Corporate Seal.] Railway Company.
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Attest:

By A. A. ALLEN,  
*President.*

WILLIAM E. DUNCOMBE,  
*Secretary.*

STATE OF ILLINOIS, }  
COOK COUNTY. } ss.

I, KEMPER K. KNAPP, a Notary Public in and for Cook County, in the State of Illinois, do hereby certify that A. A. Allen and William E. Duncombe, personally known to me to be the President and Secretary respectively of the Chicago, Harlem and Batavia Railway Company, appeared before me this day in person, and acknowledged that they executed the foregoing instrument for and on behalf of said Chicago, Harlem and Batavia Railway Company as the free and voluntary act of said Railway Company, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this eleventh (11th) day of March, 1890.

Kemper K. Knapp, [Notarial Seal.] Cook County, Ills.
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KEMPER K. KNAPP,  
*Notary Public.*

Recorded in the office of the Recorder of Cook County, Illinois,  
May 27th, 1890.

## DEED.

BRIDGEPORT AND SOUTH CHICAGO RAILROAD COMPANY  
TO  
CHICAGO AND NORTHERN PACIFIC RAILROAD COMPANY.

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THIS INDENTURE, made this eleventh (11th) day of March, A. D. 1890, by and between the BRIDGEPORT AND SOUTH CHICAGO RAILROAD COMPANY, a corporation created, organized and existing under and by virtue of the laws of the State of Illinois, party of the first part, and the CHICAGO AND NORTHERN PACIFIC RAILROAD COMPANY, a corporation created, organized and existing under and by virtue of the laws of the said State of Illinois, party of the second part.

WHEREAS, The Chicago and Northern Pacific Railroad Company, the grantee herein, is in possession of and operating in connection with, and in the extension of, its own railway lines, all the railroad, right of way, buildings, rolling stock and real and personal property of every kind and description of the Bridgeport and South Chicago Railroad Company, the grantor herein:

NOW, THEREFORE, THIS INDENTURE WITNESSETH, that the grantor, the Bridgeport and South Chicago Railroad Company, for and in consideration of the sum of one dollar and other valuable considerations to it in hand paid, conveys and warrants to the Chicago and Northern Pacific Railroad Company, the grantee, all the railway property, corporate rights and franchises of the said Bridgeport and South Chicago Railroad Company, except the franchise to be a corporation; which property now includes, among other things, the lands now owned, and the railway lines now owned and constructed by the party of the first part in said city of Chicago, forming part of its railway lines and terminal facilities connected therewith, beginning at a point of connection with the Chicago and Great Western Railroad at or near Rebecca street in said city, and running thence in a general southerly and easterly direction to the southern and eastern limits of the county of Cook in the State of Illinois, and all other real and personal property of said railroad company.



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Deed, Bridgeport & S. C. R. R. Co. to Ch. & North. Pac. R. R. Co.

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IN WITNESS WHEREOF, the Bridgeport and South Chicago Railroad Company has caused these presents to be signed by its President, thereunto duly authorized, and its corporate seal to be hereunto attached and attested by its Secretary, thereunto duly authorized, this eleventh (11th) day of March, A. D. 1890.

BRIDGEPORT AND SOUTH CHICAGO RAILROAD COMPANY,

Bridgeport and South Chicago [Corporate Seal.] Railroad Company.
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Attest:

By A. A. ALLEN,  
*President.*

WILLIAM E. DUNCOMBE,  
*Secretary.*

STATE OF ILLINOIS, }  
 COOK COUNTY. } ss.

I, KEMPER K. KNAPP, a Notary Public in and for Cook County, in the State of Illinois, do hereby certify that A. A. Allen and William E. Duncombe, personally known to me to be the President and Secretary, respectively, of the Bridgeport and South Chicago Railroad Company, appeared before me this day in person and acknowledged that they executed the foregoing instrument for and on behalf of said Bridgeport and South Chicago Railroad Company as the free and voluntary act of said Railroad Company, for the uses and purposes therein set forth.

Given under my hand and notarial seal this eleventh (11th) day of March, A. D. 1890.

Kemper K. Knapp. [Notarial Seal.] Cook County, Ills.
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KEMPER K. KNAPP,  
*Notary Public.*

Recorded in the office of the Recorder of Cook County, Illinois,  
 May 27th, 1890.

## LEASE.

CHICAGO AND NORTHERN PACIFIC RAILROAD COMPANY  
TO  
WISCONSIN CENTRAL COMPANY AND WISCONSIN CENTRAL RAILROAD  
COMPANY.

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THIS INDENTURE OF CONTRACT AND LEASE, made the first day of April, A. D. one thousand eight hundred and ninety (1890), by and between the CHICAGO AND NORTHERN PACIFIC RAILROAD COMPANY, a corporation duly created, organized and existing under and by virtue of the laws of the State of Illinois, hereinafter called the Chicago Company, party of the first part; and the WISCONSIN CENTRAL COMPANY, a consolidated corporation duly created, organized and existing under and by virtue of the laws of the States of Wisconsin and Minnesota, and the WISCONSIN CENTRAL RAILROAD COMPANY, a corporation duly created, organized and existing under and by virtue of the laws of the State of Wisconsin, hereinafter called the Wisconsin Companies, parties of the second part, jointly and severally.

WHEREAS, The Chicago Company has acquired and is now the owner of those certain terminal lines, facilities and properties in the County of Cook, in the State of Illinois, heretofore owned by the Chicago and Great Western Railroad Company, the Chicago, Harlem and Batavia Railway Company, and the Bridgeport and South Chicago Railroad Company, each being a corporation created, organized and existing under and by virtue of the laws of said State of Illinois, and is also the owner of Block Eighty-eight (88) and the north half of Block Eighty-seven (87) in the School Section Addition to the City of Chicago, at the junction of Harrison Street and Fifth Avenue in said City, and the depots, stations and other improvements thereon, and has leased from the School Board of the Town of Cicero, in said County of Cook, the Forty-eighth street Transfer Yard so-called, in Section Sixteen (16) in said Town, and intends in the near future to complete the passenger station

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Lease, Ch. & North. Pac. R. R. Co. to Wis. Cent. Co.

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known as the Grand Central Passenger Station, at the junction of Harrison Street and Fifth Avenue, and also to erect freight houses, elevators, warehouses, roundhouses, shops, and such other buildings and appurtenances of a permanent character as may be necessary or convenient for use in connection with its said terminal properties, and also to complete, construct and otherwise acquire additional lines of railway and other property; and

WHEREAS, The Chicago Company did, in due conformity with law, execute and deliver to The Farmers' Loan and Trust Company, in the City of New York, its certain first deed of trust or mortgage, dated the first day of April, A. D. 1890, covering the properties of the Chicago Company as therein particularly described, to secure its first mortgage, fifty-year, five per cent. bonds, principal and interest payable in gold, to the amount of not exceeding thirty millions of dollars; and

WHEREAS, The Chicago and Wisconsin Railroad Company is a corporation created, organized and existing under and by virtue of the laws of the State of Illinois, and heretofore constructed a line of railway extending from a point of junction with the tracks of the Chicago and Great Western Railroad Company, now owned by the said Chicago and Northern Pacific Railroad Company, party of the first part hereto, at the West line of Section Sixteen (16), Township Thirty-nine (39) North, Range Thirteen (13), in the Town of Cicero, County of Cook, and State of Illinois, in a general Westerly and Northerly direction through the Town of Proviso and the Village of River Forest by way of River Park and Desplaines to a point of junction with the railroad of the Chicago, Wisconsin and Minnesota Railroad Company, upon the Northern boundary line of the State of Illinois, and heretofore, to wit: on or about the 1st day of September, A. D. 1885, duly made, executed and delivered to the Chicago, Wisconsin and Minnesota Railroad Company, and said last-named Company accepted a lease of said Chicago and Wisconsin Railroad for the term of nine hundred and ninety-nine (999) years, and for the longest term allowed by law, and not exceeding said term, which said lease was thereafter re-



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Lease, Ch. & North. Pac. R. R. Co. to Wis. Cent. Co.

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corded and now appears of record, reference whereto is hereby made; and

WHEREAS, That portion of the said Chicago and Wisconsin Railroad, which lies between the intersection thereof by the North line of Section Thirteen (13) in Township Thirty-nine (39) North, Range Twelve (12), in the Town of Proviso, in the County of Cook, State of Illinois, at the North line of Madison street, so called, and said West line of Section Sixteen (16), aforesaid, was constructed in whole or in part upon lands owned and acquired by the Chicago and Great Western Railroad Company, and said last named Company, by deed, dated the 16th day of August, A. D. 1886, conveyed the same to said Chicago and Wisconsin Railroad Company, and on said day acquired from the owners of and persons interested in the railway so conveyed by it to the Chicago and Wisconsin Railroad Company, a lease thereof for the term of nine hundred and ninety-nine (999) years, and for the longest term allowed by law, not exceeding said term, reserving free trackage during said term, reference whereto is hereby made; and

WHEREAS, The Chicago, Wisconsin and Minnesota Railroad Company is a corporation created, organized and existing under and by virtue of the laws of the State of Wisconsin, and is the owner of a line of railway extending from a point of junction with the said Chicago and Wisconsin Railroad upon the Southern boundary line of the State of Wisconsin in a general northerly direction by way of Burlington and Waukesha, to a point of junction with the Milwaukee and Lake Winnebago Railroad, so called, at Schleisingerville in the County of Washington, and State of Wisconsin, and heretofore leased the Chicago and Wisconsin Railroad for the aforesaid term of nine hundred and ninety-nine (999) years, and by instrument dated the 1st day of September, A. D. 1885, duly demised and leased unto the Wisconsin and Minnesota Railroad Company, a corporation created and organized under the laws of the State of Wisconsin, for the term of ninety-nine (99) years, the line of railway owned and leased by it, extending from said Schleisingerville to the West line of Section Sixteen (16), in the Town of

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Lease, Ch. & North. Pac. R. R. Co. to Wis. Cent. Co.

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Cicero aforesaid, and certain terms and provisions of said lease last above mentioned were thereafter modified by a certain agreement between said Chicago, Wisconsin and Minnesota Railroad Company and said Wisconsin and Minnesota Railroad Company and Messrs. John A. Stewart and Edwin H. Abbot, Trustees under the mortgage of the said Chicago, Wisconsin and Minnesota Railroad Company, and dated the 26th day of July, A. D. 1886, reference to which said lease and modifying agreement last mentioned is hereby made, and said modified lease is now in full force and effect; and

WHEREAS, Said modified lease of the Chicago, Wisconsin and Minnesota Railroad was assigned to and assumed by the Wisconsin Central Company under and by virtue of a certain agreement between all parties in interest, dated the 31st day of May, A. D. 1888, reference whereto is hereby made, and the Wisconsin Central Company is now in possession of and operating the Chicago, Wisconsin and Minnesota Railroad and the Chicago and Wisconsin Railroad to a connection with the tracks of the said Chicago and Northern Pacific Railroad Company, party of the first part hereto; under and by virtue thereof; and

WHEREAS, The Milwaukee and Lake Winnebago Company is a corporation created, organized and existing under and by virtue of the laws of the State of Wisconsin, and heretofore constructed a line of railway extending from Schliesingerville, so called, in the County of Washington and State of Wisconsin, by way of the cities of Fond du Lac and Oshkosh to a junction with the main line of the Wisconsin Central Railroad, in Little Lake Buttes des Morts, at Neenah, so called, in the County of Winnebago, in the State of Wisconsin, and has heretofore leased its line of railway to the Wisconsin Central Railroad Company for the term of ninety-nine (99) years by an instrument dated the 27th day of March, A. D. 1882, reference whereto is hereby made, and the Wisconsin Central Railroad Company is now in possession of and operating the Milwaukee and Lake Winnebago Railroad under and by virtue of said lease; and

WHEREAS, The Wisconsin Central Railroad Company has hereto-



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Lease, Ch. & North. Pac. R. R. Co. to Wis. Cent. Co.

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fore constructed and now operates a line of railway extending from the City of Menasha in the County of Winnebago and State of Wisconsin, and thence by way of Neenah and Waupaca in a general Northwesterly direction to the City of Stevens Point in the County of Portage; and thence in a Northwesterly direction by way of Marshfield to Spencer, and thence in a Northerly direction by way of Abbotsford, Phillips and Mellen, to the City of Ashland upon Lake Superior, to a connection with the tracks of the Northern Pacific Railroad Company, and also a branch extending in a southerly direction from said City of Stevens Point to the City of Portage in the County of Columbia and State of Wisconsin, and also sundry spurs now used in connection with said main lines of railway and sundry other lines, as lessee; and

WHEREAS, Said Wisconsin Central Company is the owner of certain lines of railway extending from said Abbotsford by way of Eau Claire and Chippewa Falls to Trout Brook Junction, in the State of Minnesota, making connection at the cities of St. Paul and Minneapolis, in said State of Minnesota, with the tracks of the St. Paul and Northern Pacific Railroad Company, the railroad of which last named Company is leased, controlled and operated by the Northern Pacific Railroad Company; and

WHEREAS, The railroad lines owned, leased and controlled by the said Wisconsin Central Company and the said Wisconsin Central Railroad Company together form a continuous line or lines of railway extending generally from a point of connection with the tracks of the Chicago and Northern Pacific Railroad Company, at the City of Chicago, to the City of Ashland, on Lake Superior, and the cities of St. Paul and Minneapolis, in the State of Minnesota, and now known and ordinarily described as the Wisconsin Central System; and

WHEREAS, The Wisconsin Companies desire to enter jointly and severally into an indenture of contract and lease with the Chicago Company, and the Chicago Company desires to make an indenture of contract and lease with the Wisconsin Companies, as herein provided:



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Lease, Ch. & North. Pac. R. R. Co. to Wis. Cent. Co.

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NOW THEREFORE, THIS INDENTURE WITNESSETH: That, for and in consideration of the sum of one dollar by each to the other paid, the receipt whereof is hereby acknowledged, and of the mutual covenants and agreements hereinafter contained, the parties hereto do hereby covenant and agree, to and with each other, as follows, that is to say:

ARTICLE ONE. The Chicago Company has granted, demised and leased, and by these presents does grant, demise and lease unto the Wisconsin Companies, jointly and severally, their successors and assigns, all and singular the following described property, to wit: Block Eighty-eight (88) and the North half of Block Eighty-seven (87) in the School Section Addition to the City of Chicago, in the State of Illinois, being a subdivision of Section Sixteen (16) Township Thirty-nine (39) North, Range Fourteen (14) East of the Third Principal Meridian, together with the railway tracks, buildings, stations, depots and other improvements situated thereon; also all the railway lines, premises and real and personal property formerly belonging to the Chicago and Great Western Railroad Company, which said property includes the railway lines now constructed, beginning at a point of connection with the railway tracks upon said Block Eighty-eight (88) and the north half of Block Eighty-seven (87) in the said School Section Addition to the City of Chicago above described, extending thence southerly and southwesterly across the south branch of the Chicago River north of Twelfth Street in said City; thence in a southerly and southwesterly direction to Stewart Avenue in said city; thence in a general westerly direction through said City of Chicago to the west line of Section Sixteen (16) in the Town of Cicero, Cook County, State of Illinois; also all the railway lines, premises and real and personal property formerly belonging to the Bridgeport and South Chicago Railroad Company, which said property now includes lands, railways and terminal facilities forming part of a line of railway, not yet completed, beginning at a point of connection with the line of railway formerly belonging to the Chicago and Great Western Railroad Company, at or near Rebecca Street, in

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the City of Chicago, and extending thence in a general southerly and easterly direction to the southern and eastern limits of the County of Cook, in the State of Illinois; and also all the railway lines, premises, and real and personal property formerly belonging to the Chicago, Harlem and Batavia Railway Company, which property includes the railway lines commencing at a point of junction with the railway lines formerly belonging to the said Chicago and Great Western Railroad Company, at or near Crawford Avenue, in the City of Chicago, extending thence northerly to a point at or near West Randolph Street in said city; thence in a general westerly direction to a connection with the railway line of the Chicago and Wisconsin Railroad Company, in the County of Cook, State of Illinois, with a branch line running in a general southerly direction to a point at or near Des Plaines avenue in said County of Cook, State of Illinois, which said lands and premises are shown upon a map annexed hereto and made part hereof, and marked "Exhibit A," and identified by the signature of the Chief Engineer of the Chicago Company; also all the lands, tenements, hereditaments, easements and appurtenances belonging or in anywise appertaining thereto, and all the railways, ways and rights of way, depot grounds, tracks, bridges, viaducts, culverts, fences and other structures, depots, station houses, engine houses, car houses, freight houses, wood houses, elevators, warehouses, power plants, machine and repair shops and their equipment, water tanks, turn tables, superstructures, erections, buildings and fixtures belonging to or connected with said lines of railway hereinbefore particularly described, or the business thereof; also all rails, ties, fastenings, switches, side-tracks, machinery, tools, and implements now owned by the Chicago Company, or hereafter acquired for use upon said railway lines, and all corporate rights, privileges, immunities, franchises, and ordinances now held, possessed or hereafter acquired by the Chicago Company, connected with or relating to the construction, operation, maintenance, use or enjoyment of said railway lines, and all other lands, leaseholds, premises and properties, real or personal, of whatever kind or de-



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scription, rights, privileges, franchises, ordinances and immunities, now owned, or which may hereafter be acquired by the Chicago Company, including all branch and extension lines of railroad which may hereafter be acquired, owned, leased or otherwise controlled by the Chicago Company, together with the appurtenances thereto belonging, and all and singular the lands and premises occupied thereby or thereto belonging, or in any way appertaining, meaning and intending hereby not only to grant, demise and lease all the lands, leaseholds, premises and property, real, personal and mixed, of whatsoever kind and wheresoever situate, now belonging to the Chicago Company, but also all which may hereafter be in any manner whatever acquired by the Chicago Company for use or occupancy in connection with the railroads hereby demised or the business, maintenance or operation thereof; *excepting and reserving* however, from the operation of this lease such office rooms in the said Grand Central Passenger Station as may be necessary for the exclusive use of the Chicago Company, its successors or assigns, which rooms shall be selected and set apart from time to time by the parties hereto; *provided, always*, however, that nothing herein contained shall operate to grant or demise, or be construed to include the franchise to be a corporation of the Chicago Company or the incorporators thereof, said franchise to be a corporation being hereby expressly reserved and excepted from these presents.

TO HAVE AND TO HOLD the said demised railroads, with their appurtenances, and the said premises, rights, liberties and franchises connected therewith, and all the other property hereinbefore demised unto the Wisconsin Companies jointly and severally, their successors and assigns, from the first day of April, A. D. one thousand eight hundred and ninety (1890), for and during and until the full end and term of ninety-nine (99) years next ensuing, and fully to be completed and ended, the Wisconsin Companies, their successors and assigns, yielding and paying therefor unto the Chicago Company, its successors or assigns, or upon its or their order, semi-annually in every year during the said term hereby granted, the rent hereinafter specified, and keeping and performing, all and sin-



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gular, the covenants and agreements hereinafter set forth to be by the Wisconsin Companies kept and performed, but subject, nevertheless, to the lien of the first mortgage hereinbefore mentioned, made by the Chicago Company to secure payment of the bonds therein mentioned and described, with interest thereon as aforesaid, and subject, also, to the lien of the outstanding bonds, if any, and mortgage heretofore executed by the Chicago and Great Western Railroad Company; and subject, also, to a certain mortgage to the City of Chicago, hereinafter described, for the sum of six hundred and fifty thousand dollars; and subject, also, to any and all outstanding mortgages upon property hereafter acquired by the Chicago Company, which said mortgages may, with the consent of the Wisconsin Companies, be then left outstanding and undischarged; and subject, also, to all other mortgages upon the property hereafter acquired by the Chicago Company which may be executed by and with the consent of the Wisconsin Companies.

And these presents further witness that said railroads, with their appurtenances, and the said premises, rights, liberties, ordinances and franchises of the Chicago Company are granted and demised unto the Wisconsin Companies, their successors and assigns, upon the terms, conditions and agreements hereinafter mentioned and set forth.

ARTICLE TWO. The Wisconsin Companies shall pay to the Chicago Company an annual stated rental of three hundred and fifty thousand dollars (\$350,000), in semi-annual installments of one hundred and seventy-five thousand dollars (\$175,000) each, upon the first day of April, and the first day of October in each year (the first payment to be made on the first day of October, A. D. 1890), during the existence of this indenture of contract and lease, in gold coin of the United States of America of, or equal to the present standard of weight and fineness, and, in addition thereto, such sum or sums of money as shall, from time to time, be necessary and sufficient to pay:

(a.) The interest on all the bonds of the Chicago Company secured by its said first mortgage that may be at the time outstanding.

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(b.) The interest upon the then outstanding bonds, if any, heretofore executed by the Chicago and Great Western Railroad Company.

(c.) The interest upon a certain mortgage to the City of Chicago, hereinafter described, for the sum of six hundred and fifty thousand dollars.

(d.) The interest upon the bonds and mortgages existing upon property hereafter acquired by the Chicago Company with the assent of the Wisconsin Companies, which bonds or mortgages may, with the assent of the Wisconsin Companies be left then outstanding and undischarged.

(e.) The interest upon all bonds or mortgages hereafter issued or made, with the assent of the Wisconsin Companies, by the Chicago Company, upon any property now owned or hereafter acquired by it with the assent of the Wisconsin Companies.

(f.) The interest upon all debentures or other obligations, if any, hereafter issued under the provisions of this indenture.

(g.) The interest upon all and singular any bonds, debentures, or other obligations which shall be issued by the Chicago Company in lieu of or substitution for any of said bonds, debentures or mortgages above described.

(h.) All rentals, as they may accrue from time to time, upon property heretofore leased by the said Chicago and Great Western Railroad Company, or that may hereafter, with the assent of the Wisconsin Companies, be leased by the Chicago Company.

(i.) The expense of maintaining the organization of the Chicago Company, not exceeding the sum of twenty-five thousand dollars (\$25,000) in any year.

*Provided, however,* that such additional payments to meet said interest, rentals and organization expenses in each year shall only be made when the net earnings of the Chicago Company, as hereinafter defined, added to the three hundred and fifty thousand dollars annual stated rental as aforesaid, shall be insufficient for the payment of such interest, rentals and organization expenses, and then such additional payments by the Wisconsin Companies shall



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only be to such an amount as may be necessary to make up such deficit in interest, rentals and organization expenses; *and, provided further*, that such additional payments shall be made by the Wisconsin Companies subject to the provisions hereinafter contained, relating to the issue and sale of certain of the first mortgage bonds of the Chicago Company to provide funds for the payment of interest upon the outstanding bonds of the Chicago Company so far as such interest cannot be paid from the stated rental and net earnings of the Chicago Company applicable thereto during the first three years of the existence of this indenture, *and, provided further*, that all payments herein covenanted to be made by the Wisconsin Companies to the Chicago Company, shall be made to the Chicago Company at its office in the City of New York.

ARTICLE THREE. The Wisconsin Companies shall, during the existence of this indenture, have the entire management and control of the operation of the railroad lines, terminal facilities and properties covered hereby, and of all suburban business, of the switching of cars, of the interchange of cars between railroads and between railroads and industries, and of all the business pertaining to a terminal and transfer railroad, and of all other business that can be done by means of or upon said demised property.

The Wisconsin Companies shall also have the entire management and control of the renting of office room and other accommodations in the Grand Central Passenger Station, and other structures, which now are or may hereafter be erected upon the property hereby demised, as also of all elevators, warehouses, freight-houses, engine-houses, and other buildings and appurtenances, and also of all such lots and parcels of land hereby demised as the Wisconsin Companies shall not need for the transaction of their own business as common carriers.

The Wisconsin Companies hereby covenant and agree in the transaction of all business covered hereby to use their best endeavors to so manage and transact the same as to realize the largest possible net income and to use their best endeavors to keep all prop-



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erty, both real and personal, hereby demised, which they do not need for their own exclusive use as common carriers, rented to other railroad companies desiring to use said terminals, and to individuals and other corporations, upon such terms as may be deemed best to promote the interest of the parties hereto, and to strictly comply with all obligations imposed upon the Chicago Company by any law of the United States, or of the State of Illinois, or by any ordinance or ordinances heretofore or hereafter passed by the City of Chicago in that behalf; *provided, however*, that nothing in this indenture contained, except as hereinbefore stipulated, shall ever be construed to compel the Wisconsin Companies to lease the said terminal facilities, or any part thereof, to any other corporation which shall be in direct and substantial competition with the Wisconsin Companies and the Northern Pacific Railroad Company, or either of them, for business to and from Chicago; *and, provided further*, that if the Wisconsin Companies shall at any time occupy a room or rooms in any building upon the demised property, for purposes, not necessary or incident to the receiving and discharging of freight and passengers at said City of Chicago, as common carriers, they shall pay a reasonable rental therefor in addition to all other rentals herein provided.

ARTICLE FOUR. “Net earnings” whenever and wherever used in these presents, and at all times and for all purposes shall be ascertained as follows:

I.

The Chicago Company shall be credited with the gross revenue derived from facilities furnished to, or services performed for any and all persons or corporations other than the Wisconsin Companies or their assigns under this lease, and such revenue shall, among other things, include all moneys derived from rentals, switching, storage, warehouse and elevator charges and trackage, the running of suburban trains upon the lines covered hereby, and all sums received for the use of the property hereby demised, or any part or portion thereof, exclusive of the three hundred and fifty

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thousand dollars stated rental as aforesaid, and for all licenses, special rights or privileges, in any manner relating to or connected with the same.

## II.

The Chicago Company shall be charged with the following items:

(*a.*) The cost of renting, maintaining and repairing equipment, buildings and tracks, if any, used exclusively in suburban business, and supplies furnished for and wages paid employees engaged exclusively therein, and all other costs and expenses wholly arising from said business upon the lines hereby demised, including all claims for damages resulting therefrom.

(*b.*) The proportion of the general or joint expense of managing, maintaining and operating the railway lines and appurtenances hereby demised, properly chargeable to the suburban business, and to switching cars and interchange of cars between railroads and between railroads and industries from which the Chicago Company derives a revenue, which proportion shall be determined upon a just and equitable wheelage basis.

(*c.*) A fair proportion of the general or joint expense of managing, maintaining and operating the property hereby demised, exclusive of the railway lines and appurtenances, but including the general or joint expense of the Grand Central Passenger Station and round-houses, which proportion shall be ascertained by dividing such expense upon a just and equitable rule based upon the cars and engines in and out.

(*d.*) A reasonable sum for heating, lighting, cleaning and otherwise maintaining the rooms used for office, storage, warehouse or other similar purposes, from which the Chicago Company derives an independent revenue.

(*e.*) A fair proportion of all other general or joint expenses, including taxes, insurance and other similar charges, which shall be ascertained upon some just and equitable rule to be approved by the parties hereto.

The balance remaining after deducting the charges aforesaid from



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the credits aforesaid shall constitute “net earnings” as the phrase “net earnings” is used in this indenture.

ARTICLE FIVE. The Wisconsin Companies shall keep, or cause to be kept, full, true and accurate accounts of the gross revenue and deductions to be made therefrom to ascertain the net earnings defined in article four hereof, and the Wisconsin Companies shall pay the said net earnings to the Chicago Company from time to time, and in such sum or sums as may be necessary to meet the payments of interest, rentals and organization expenses specified in article two of this indenture. The Wisconsin Companies shall render monthly accounts to the Chicago Company within sixty days after the expiration of the month for which the account is stated, and within sixty days after the expiration of each calendar year shall render an annual statement, and shall thereupon pay over to the Chicago Company all net earnings remaining in their hands at the end of such calendar year; *provided, however*, that the Wisconsin Companies shall have the right at the end of each calendar year, before paying over such net earnings as last aforesaid, to reimburse themselves from any part of said net earnings not required for the payment of interest, rentals and organization expenses for such year, as provided in article two hereof, for excess of rental above the minimum sum of three hundred and fifty thousand dollars and other advances that they have in any and all previous years paid or made hereunder, together with simple interest at the rate of five per centum per annum upon the amount so paid. The Wisconsin Companies shall permit the Chicago Company, by its President, Treasurer, or such other person as may be appointed for that purpose by its Board of Directors, to inspect at any reasonable time the books, vouchers and other papers containing or relating to the aforesaid accounts, and the Wisconsin Companies shall from time to time make out and furnish to or for the Chicago Company, at its request any and all reports and statements, or the proper data therefor, which the Chicago Company is now or may hereafter be required to make or file under any law of the State of Illinois respecting the condition of the business, management or



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operations of the railroad and property hereby demised, and permit the President, Treasurer, or such other person as may be appointed for that purpose by the Board of Directors of the Chicago Company, to inspect the books of the Wisconsin Companies relating to such terminal property, for the purposes of verifying all statements so made.

ARTICLE SIX. It is hereby mutually understood and agreed, anything in this indenture of contract and lease to the contrary notwithstanding, that the term of the lease and demise herein expressed is at all times subject to and limited by the term of each, every and all leaseholds enjoyed by the Chicago Company, so far as they form part of the hereby demised property and no further, and that the parties hereto mean and intend that this indenture of contract and lease covers only the unexpired term of each, every and all such leaseholds vested in the Chicago Company; *provided, however*, that the Chicago Company shall co-operate with the Wisconsin Companies in every lawful way, for the purpose of securing a renewal or extension of each, every and all leasehold interests covered hereby, or intended so to be, for and during the then unexpired term of this indenture of contract and lease.

ARTICLE SEVEN. The Wisconsin Companies hereby covenant and agree that they and their successors and assigns shall and will at all times during the existence of this indenture of contract and lease, use to the exclusion of all other terminal lines the aforesaid terminal facilities hereby demised, for the transaction of all their terminal and transfer business in and about said City of Chicago, so far as said demised property can be utilized for said purposes.

ARTICLE EIGHT. The Wisconsin Companies shall and will, from time to time and when the same shall become due, pay and discharge all taxes, duties and assessments, of whatever nature, that may be levied, charged or assessed by the United States, State, county, city, town, municipal, or other legal authority, on the said demised property, or on the gross earnings of said railroads, or on the ordinances and franchises, or on any other property of the Chicago Company, subject to apportionment as hereinbefore pro-

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vided, and also any and all sums of money which shall be required by any present or future laws to be deducted from the principal or interest of said bonds issued or to be issued under the mortgages or deeds of trust mentioned and provided for in this indenture, or under any of them.

ARTICLE NINE. The Wisconsin Companies shall and will, during the term hereby created, operate said demised railroads in all respects as required by any and all laws of the State of Illinois pertaining thereto, and at all times furnish to the public all practicable and reasonable facilities to the extent of the capacity of the tracks, sidings and stations, and shall and will at all times during said term keep, maintain and preserve said demised railroads, premises and appurtenances, and the additions, extensions and improvements that may hereafter be made thereto, and all parts thereof, in good condition and repair; and as often as any part or portion of said demised railroads or their appurtenances shall, from any cause, be destroyed or otherwise become unfit for their proper uses and purposes, the Wisconsin Companies shall renew, replace or rebuild the same, which said renewed, replaced and rebuilt structures shall not be less in value than the original structures, and shall at once become and be the property of the Chicago Company, without claim thereto on the part of the Wisconsin Companies, except under the provisions of this indenture of contract and lease, as a portion of the demised premises and property.

ARTICLE TEN. The Wisconsin Companies shall at all times during the existence of this indenture of contract and lease pay and discharge any and all costs, expenses and charges whatsoever of managing, maintaining and operating the property hereby demised, and any and all costs, expenses and charges of any and all kinds whatsoever arising out of, or in any manner appertaining to or connected with the management, maintenance or operation of said demised property, subject to apportionment as hereinbefore provided, and shall, if requested by the Chicago Company, assume the defense of, and shall defend, all suits and actions brought against the Chicago Company, in any manner growing out of the management,



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maintenance or operation of said demised property, and shall pay all recoveries therein as well as all expenses and disbursements incident thereto, subject to apportionment as hereinbefore provided, and shall indemnify the Chicago Company against and save it harmless from all and singular all recoveries, expenses and disbursements aforesaid, in any manner arising from the enjoyment of said demised property for the exclusive benefit of the Wisconsin Companies.

ARTICLE ELEVEN. The Wisconsin Companies shall and will, during the said term, keep the passenger station, freight-houses, round-houses, warehouses, elevators, and all other buildings and insurable property hereby demised, as also all rolling stock and equipment of the Chicago Company used in connection with the demised premises, fully insured against loss or damage by fire in good and responsible companies, subject to apportionment, as hereinbefore provided, and in the event of either loss or damage by fire, the Wisconsin Companies shall rebuild, repair or replace, as the case may be, and in such renewing, repairing or replacing shall restore such buildings, rolling stock, equipment and property in such manner that they shall not be less in value than those so lost or damaged, and shall apply toward defraying all expenses so caused the insurance money which they may receive.

ARTICLE TWELVE. The Chicago Company hereby covenants and agrees, within a reasonable time after the date hereof, to complete, or cause to be completed, the Grand Central Passenger Station, at the junction of Fifth Avenue and Harrison Street, in said City of Chicago, and to build and construct from time to time such buildings, warehouses, elevators, depots, stations, engine houses, tracks, bridges, viaducts and other permanent improvements and facilities as shall be necessary for the due and proper accommodation of the business to be transacted upon the terminal properties hereby demised; and the Chicago Company further covenants and agrees that it will from time to time, and at all times during the existence of this indenture of contract and lease, at its own cost and charge, furnish and supply for use in the sub-



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urban business upon said demised property any and all locomotives and cars which said suburban business and the increase thereof may require.

ARTICLE THIRTEEN. The Chicago Company shall and will from time to time hereafter make, do, seal, execute, acknowledge and deliver, or cause to be made, done, sealed, executed, acknowledged and delivered, all and every such further acts, matters, things, contracts, agreements, leases and assurances in the law for better assuring and confirming unto the Wisconsin Companies all and singular the premises, estates, leaseholds and property hereby demised, or intended so to be, as shall be necessary, requisite or proper for better effectuating and carrying out the provisions, objects and purposes of this indenture of contract and lease.

ARTICLE FOURTEEN. It is mutually understood and agreed that the Chicago Company has made its bonds payable in gold coin of the United States of America of, or equal to, the present standard of weight and fineness, bearing interest at five per centum per annum, payable in like gold coin, to the amount of not exceeding thirty millions of dollars, and has secured the payment of the same by mortgage or trust deed, bearing date the first day of April, A. D. 1890, upon the property of the Chicago Company therein particularly described, to The Farmers' Loan and Trust Company, in the City of New York, as Trustee. Said bonds are dated the first day of April, 1890, and bear interest from their date, payable in said gold coin semi-annually; and certain of said bonds, or the proceeds thereof, shall be held, used or applied to the following purposes, that is to say:

1. There shall be reserved bonds, at their face value, amounting to the sum of six hundred and fifty thousand dollars, which shall, if necessary, be certified and used or sold for the purpose of paying the principal sum of a certain purchase money mortgage to the City of Chicago, dated the twenty-first day of March, A. D. 1888, in the sum of six hundred and fifty thousand dollars, drawing interest at the rate of five per centum per annum, payable semi-annually on the first day of May and the first day of November

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in each year until paid, and the principal sum secured thereby matures on the first day of May, A. D. 1938: *provided, however*, that if the Chicago Company shall at or before the maturity of said purchase money mortgage pay and discharge the same, or cause the same to be paid and discharged, then and thereupon said bonds may be certified and delivered to the Chicago Company.

2. There shall be reserved bonds, at their face value, amounting to the sum of three hundred and ninety-nine thousand dollars, which may be certified and used or sold to pay and retire all now outstanding bonds issued by the Chicago and Great Western Railroad Company, which are secured by its trust deed or mortgage bearing date the first day of May, A. D. 1886: *provided, however*, that if the Chicago Company shall, at or before the maturity of said Chicago and Great Western bonds, purchase or otherwise acquire the same or any part thereof, then and thereupon, from time to time, said bonds so reserved shall be certified and delivered, bond for bond, to the Chicago Company, as and when the said Chicago and Great Western bonds are acquired and canceled.

3. There shall be reserved bonds, at their face value, amounting to the sum of one million dollars, which shall be used or sold, if necessary, to provide funds for the payment of interest upon the outstanding first mortgage bonds of the Chicago Company so far as such interest cannot be paid from the rental and net earnings of the Chicago Company, applicable thereto, during the first three years of the existence of this indenture; and any balance of said bonds remaining may be used, sold or otherwise applied for and to such uses and purposes, as may be determined by the Boards of Directors of the Chicago Company and of the Wisconsin Companies, their assigns or lessees.

4. The remainder of said thirty million dollars of bonds shall be only issued and used, in conformity with the provisions of the mortgage or trust deed securing the same, and in the construction of buildings, power plants, machine and repair shops and their equipment, warehouses, elevators, depots, stations, engine houses, tracks, bridges, viaducts, culverts and other permanent improve-



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ments and facilities, terminal and otherwise, or in connection therewith, or in the acquisition of other lands, premises, railroad lines, buildings or properties which may be used in connection with and as part of the said terminal lines and facilities owned by the Chicago Company and herein demised, or in the acquisition or purchase of locomotive engines and cars for suburban business, or of rolling stock and equipment for terminal business, or for such other purposes as may be allowed by said trust deed or mortgage securing the said bonds; *provided, however*, that none of the proceeds of said bonds shall be used in acquiring property or in making improvements upon property, upon which the said mortgage shall not become or is not a first lien, except as aforesaid.

ARTICLE FIFTEEN. If the Chicago Company, or the Wisconsin Companies as lessees, their or either of their successors or assigns, shall be compelled to construct, in whole or in part, any viaduct or viaducts over the railway property of the Chicago Company hereby demised, or any part thereof, by State or municipal authority, legal proceedings, or otherwise, and the Chicago Company shall have no funds with which to pay for the same, and no other way shall be agreed upon by the parties hereto for furnishing funds wherewith to pay the expenses of constructing said viaducts and the damages incident thereto, then and in such case, the Chicago Company shall make, execute and use, in such amounts as shall from time to time be necessary for the purposes aforesaid, the negotiable promissory notes of the Chicago Company, to be known as its debentures, payable twenty years from the date of their respective issues, and bearing interest at the rate of five per centum per annum, payable semi-annually on the first day of April and October in each year, at the office of the Chicago Company in the City of New York, and bearing coupons for said interest attached to each debenture.

ARTICLE SIXTEEN. If the parties hereto shall mutually agree upon the acquisition of additional properties or facilities for the purpose of increasing the value of said demised property and its earning capacity, and the Chicago Company shall have no funds



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with which to acquire the same, then and in such case the Chicago Company shall make and execute its bonds, debentures or other obligations, in such amounts, bearing such rates of interest and payable at such times and places, and secured as may be jointly agreed upon by the parties hereto, and the Chicago Company shall use such bonds, debentures or other obligations, or the proceeds thereof, for the purposes aforesaid in such manner as shall be jointly agreed upon by the parties hereto, and the Wisconsin Companies shall protect or guarantee the payment of the interest as it may accrue upon any and all bonds, debentures and other obligations issued as aforesaid, to the same extent as they are obligated to do in respect to the interest on the first mortgage bonds of the Chicago Company, issued as above described.

ARTICLE SEVENTEEN. When the said issue of thirty million dollars of bonds hereinbefore described; or bonds outstanding upon additional lines of railway or properties which may hereafter be purchased by the Chicago Company, with the assent of the Wisconsin Companies, and become a part of said demised property; or bonds constituting a new issue, secured by mortgage upon such additional lines of railway or properties so acquired; or, both said bonds outstanding and new ones issued on said additional lines of railway or properties so acquired; or bonds, debentures or other obligations issued under this indenture; or any of them, may mature, the Chicago Company shall, on demand of the Wisconsin Companies, make new mortgage bonds, running for a period of not less than the balance of the term hereby created on the same property, or such part thereof as the Chicago Company shall then hold, in such amounts and bearing such rates of interest as may be necessary to provide by exchange, sale, or otherwise for said maturing obligations.

ARTICLE EIGHTEEN. In the event of the failure or omission of the Chicago Company to execute and deliver new or renewal bonds, secured by deed of trust or mortgage to a trustee or trustees, upon request as hereinbefore specified, the Wisconsin Companies shall have the right to purchase and acquire, for their own use and

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benefit, any or all of such outstanding, unpaid and matured bonds and debentures, and said bonds and debentures, so purchased and acquired, shall draw interest at the rate of eight per centum per annum, and be and remain in the hands of the Wisconsin Companies in full force, validity and effect, secured by a lien upon said demised railroad, premises, appurtenances and franchises, in the same manner and with like effect to all intents and purposes as if the same were held and owned by the original or any other *bona fide* holder and owner thereof, subject to the right in the Chicago Company to pay the principal and accrued interest upon any interest day.

ARTICLE NINETEEN. The Chicago Company shall not and will not, without the assent of the Wisconsin Companies, purchase, lease, or otherwise acquire, unless herein directly authorized, any property, real, personal or mixed, or of any nature whatsoever, and shall not and will not make, execute or deliver any deed of trust, mortgage, bond or other specialty to encumber or become a lien upon the said demised railroad, premises, franchises and appurtenances, or issue or make any debentures or other obligations, except such as may have been heretofore made, such as are in this indenture permitted, or such as shall be expressly assented to by the Wisconsin Companies.

ARTICLE TWENTY. This indenture of contract and lease is made subject to a certain now outstanding lease executed and delivered by the Chicago and Great Western Railroad Company to the Minnesota and Northwestern Railroad Company, now known as the Chicago, St. Paul and Kansas City Railroad Company, dated the 24th day of June, A. D. 1887, which said lease is hereby assigned by the Chicago Company to the Wisconsin Companies, and the Wisconsin Companies hereby covenant and agree to, and do hereby assume all the obligations of the Chicago Company and of the Chicago and Great Western Railroad Company under said lease.

ARTICLE TWENTY-ONE. The Chicago Company shall and will maintain and renew, during the term hereby demised, its corporate existence and organization so long as permitted by law, and shall



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and will from time to time and at all times take the necessary steps to perpetuate and renew its charter, and at all times and from time to time during the said term, when requested by the Wisconsin Companies, put in force and exercise each and every corporate act, which the Chicago Company might now or may at any time hereafter lawfully put in force or exercise, to enable the Wisconsin Companies to enjoy and avail themselves of and exercise every right, franchise and privilege hereby granted, and to properly manage and operate the demised premises according to the terms of this indenture of contract and lease, and shall not and will not commit or omit, or suffer or allow to be committed or omitted any act whereby its corporate existence and powers may be annulled, abridged or affected.

ARTICLE TWENTY-TWO. If the Wisconsin Companies shall at any time or times hereafter, during the term aforesaid, fail or omit to pay the rent herein reserved, or any part of such rent, when the same shall become payable as hereinbefore specified, or if the Wisconsin Companies shall fail or omit to keep and perform their covenants and agreements herein contained, or any of them, and shall continue in default in respect to the performance of such covenants or agreements for a period of ninety days, then and in either and every such case it shall be lawful for the Chicago Company, at its option, to enter into and upon the said demised railroad, premises and appurtenances, and every part thereof, and remove all persons therefrom without let or hindrance by the Wisconsin Companies, and thenceforth the said demised railroad, terminal facilities, premises, properties, appurtenances, and all additions and improvements which shall have been made to the same, to have, hold, possess and enjoy as of the first or former estate of the Chicago Company in the said demised property, with the right to collect all rentals under any and all other then existing leases or sub-leases of the property hereby demised, or may take such other and further action for the enforcement of the provisions of this indenture, as to it may seem advisable; provided, however, that by such re-entry the Chicago Company shall not impair its



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right of action for the recovery of any and all damages on account of the non-payment of rent or the non-performance or breach of the terms or covenants of this indenture; but, in case of re-entry as aforesaid, the rent reserved herein and the several installments thereof, shall be apportioned from the time or times of the last preceding payment of such installments down to the time of such re-entry, and such portion thereof as would have been payable in respect to the intervening time, if the whole period in respect to which such installments were payable had elapsed, shall be deemed and taken to be due and payable, and the same shall be paid by the Wisconsin Companies, their successors or assigns.

ARTICLE TWENTY-THREE. The Wisconsin Companies covenant, promise and agree to and with the Chicago Company, that at the end of the said term or sooner termination of this lease, the Wisconsin Companies shall deliver and surrender to the Chicago Company the said demised railroad, premises and appurtenances in at least as good order and condition as the same shall be delivered to the Wisconsin Companies under this indenture, and with all such additions, betterments and improvements as shall have been made thereto; provided, however, that the stations, depots, elevators, warehouses, buildings, and similar structures, shall be subject to reasonable wear and tear.

ARTICLE TWENTY-FOUR. The Chicago Company hereby covenants and agrees to and with the Wisconsin Companies, that the Wisconsin Companies, on paying the rental herein reserved, and performing and fulfilling all and singular the covenants and agreements herein contained on their part to be performed and fulfilled, shall and may peaceably and quietly have, hold and enjoy the said demised railroad, premises, appurtenances and franchises, for and during the term aforesaid, without any let, interruption, hindrance or molestation on the part of the Chicago Company or any other person or persons, corporation or corporations whatever, claiming or to claim by, from, through or under it.

ARTICLE TWENTY-FIVE. If any question shall at any time arise touching the construction of this indenture of contract and lease,

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or any part thereof, or the manner of conducting the business to be carried on under the provisions thereof, or concerning any alleged misfeasance, non-feasance or malfeasance, or concerning the proper observance or performance of any of the conditions, stipulations or agreements herein contained, or touching any other matter in the premises upon which the parties hereto do not agree, then the same shall be stated in writing by the party aggrieved, and shall be submitted to the arbitrament of three disinterested and competent persons familiar with such business and experienced in railway affairs, who shall be jointly selected by the parties hereto; and in case the parties hereto fail to agree upon such joint selection within twenty days after written request for such arbitration, then said arbitrators may, upon application made by either party, after twenty days written notice thereof to the other party, be appointed by any judge of the Circuit Court of the United States for the Northern District of Illinois; and it is mutually agreed that the written awards made from time to time by such arbitrators or a majority of them, after due and reasonable notice to, and full hearing of both parties and their witnesses, shall have all the legal effect of an award made under rule of Court in such United States Circuit Court, so far as the same is legally possible.

The said arbitrators shall as soon as possible after their selection meet at some place convenient for the parties hereto, and after giving to each party reasonable notice of the time and place of such meeting, and after hearing both parties in regard to the matter in dispute, and taking such other testimony or making such examinations and investigations as justice shall require and said arbitrators may deem necessary, shall hear and decide all questions so submitted to them. They shall make in writing their award upon the question or questions submitted to them, and shall serve a copy thereof upon each party hereto, and the award of said arbitrators or of a majority of them shall be final and binding upon said parties so far as is legally possible, and each or either party shall immediately thereupon conform to, and in all respects render prompt and full compliance with such award, and shall make such changes in

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the management and conduct of its business, and make such payments or restitutions as in and by such award are required of it to be made.

But it is expressly agreed that no controversy which shall arise under this indenture of contract and lease shall be allowed to interfere with the operation of this indenture pending such arbitration or arbitrations, and also that until said arbitrators shall make their award upon the question or questions submitted to them, all business and settlements and payments, which are to be transacted or made under the terms of this indenture, shall continue pending the arbitration to be transacted and made in the manner and form existing prior to the arising of such question or questions, and as if no such controversy had arisen.

ARTICLE TWENTY-SIX. It is expressly declared and agreed by and between the parties hereto that all of the preceding covenants, agreements and stipulations shall be binding upon and enure to the benefit of the parties hereto respectively, and to their respective successors and assigns; and that all the property, rights, privileges and franchises hereby demised may be exercised and enjoyed by the Wisconsin Companies, their successors, assigns and lessees, provided that such successors, assigns and lessees shall assume and perform all the promises, agreements and obligations imposed in this indenture upon the Wisconsin Companies; and that the Chicago Company shall assign to the Farmers' Loan and Trust Company, in the City of New York, this indenture of contract and lease, and all the rights, benefits, covenants and privileges secured to it hereby, to the extent that this indenture covers the railways, rights and property conveyed by the said mortgage or deed of trust, executed, as aforesaid, by the Chicago Company to the said Farmers' Loan and Trust Company as Trustee, and no further; such assignment to be made to the said Farmers' Loan and Trust Company, upon the trusts, terms and conditions set forth in the said mortgage or deed of trust, as additional security for the first mortgage bonds of the Chicago Company, to be issued thereunder.

ARTICLE TWENTY-SEVEN. It is expressly declared and agreed by



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Lease, Ch. & North. Pac. R. R. Co. to Wis. Cent. Co.

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and between the parties thereto, that the marginal notes to and upon this indenture are for convenience only, and shall not affect the interpretation of the text.\*

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their respective Presidents, their respective corporate seals to be hereto affixed, and attested by their respective Secretaries, in duplicate originals, the day and year first hereinbefore written.

CHICAGO AND NORTHERN PACIFIC RAILROAD COMPANY,

By HENRY S. HAWLEY,  
*President.*

Chicago and  
Northern Pacific  
[Corporate Seal.]  
Railroad Company.

Attest:

HENRY S. BOUTELL,  
*Secretary.*

WISCONSIN CENTRAL COMPANY,

By EDWIN H. ABBOT,  
*President.*

Wisconsin Central  
[Corporate Seal.]  
Company.

Attest:

GARDNER COLBY,  
*Acting Secretary.*

WISCONSIN CENTRAL RAILROAD COMPANY,

By EDWIN H. ABBOT,  
*President.*

Wisconsin Central  
[Corporate Seal.]  
Railroad Company.

Attest:

WM. H. STERLING,  
*Acting Secretary.*

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\* All marginal notes on recorded instruments are purposely omitted in this compilation.

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Lease, Ch. & North. Pac. R. R. Co. to Wis. Cent. Co.

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Sealed and delivered in the presence of

D. S. WEGG,

KEMPER K. KNAPP,

*As to the Chicago and Northern  
Pacific Railroad Company, and*

C. W. WETMORE,

A. S. THAYER,

*As to the Wisconsin Central Com-  
pany and the Wisconsin Central  
Railroad Company.*

STATE OF ILLINOIS, }  
COOK COUNTY. } ss.

I, KEMPER K. KNAPP, a Notary Public in and for Cook County, in the State of Illinois, do hereby certify that Henry S. Hawley and Henry S. Boutell, personally known to me to be the President and Secretary of the Chicago and Northern Pacific Railroad Company, appeared before me this day in person and acknowledged that they executed the foregoing instrument for and on behalf of said Chicago and Northern Pacific Railroad Company, as the free and voluntary act of said Railroad Company for the uses and purposes therein set forth.

Given under my hand and notarial seal this 22d day of April, A. D. 1890.

Kemper K. Knapp, [Notarial Seal.] Cook Co., Ills.
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KEMPER K. KNAPP,  
*Notary Public,*

STATE OF NEW YORK, }  
CITY AND COUNTY OF NEW YORK. } ss.

I, L. R. KIDDER, a Notary Public in and for the City and County of New York, in the State of New York, do hereby certify that Edwin H. Abbot and Gardner Colby, personally known to me to be the President and Acting Secretary, respectively, of the Wis-

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Lease, Ch. & North. Pac. R. R. Co. to Wis. Cent. Co.

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consin Central Company, appeared before me this day in person and acknowledged that they executed the foregoing instrument for and on behalf of the said Wisconsin Central Company, as the free and voluntary act of said company, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 15th day of May, A. D. 1890.

L. R. Kidder, [Notary Public.] New York County.
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L. R. KIDDER,  
*Notary Public*,  
New York County and State.

STATE OF NEW YORK, }  
CITY AND COUNTY OF NEW YORK. } ss.

I, L. R. Kidder, a Notary Public in and for the City and County of New York, in the State of New York, do hereby certify that Edwin H. Abbot and William H. Sterling, personally known to me to be the President and Acting Secretary, respectively, of the Wisconsin Central Railroad Company, appeared before me this day in person and acknowledged that they executed the foregoing instrument for and on behalf of the said Wisconsin Central Railroad Company, as the free and voluntary act of said company, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 15th day of May, A. D. 1890.

L. R. Kidder, [Notary Public.] New York County.
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L. R. KIDDER,  
*Notary Public*,  
New York County and State.

Recorded in the office of the Secretary of State of Wisconsin  
May 29th, 1890.



## LEASE.

WISCONSIN CENTRAL COMPANY AND WISCONSIN CENTRAL RAILROAD  
COMPANY  
TO  
NORTHERN PACIFIC RAILROAD COMPANY.

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THIS INDENTURE OF CONTRACT AND LEASE, Made the first day of April, A. D. one thousand eight hundred and ninety (1890), by and between the WISCONSIN CENTRAL COMPANY, a corporation created, organized and existing under and by virtue of the laws of the States of Wisconsin and Minnesota, and the WISCONSIN CENTRAL RAILROAD COMPANY, a corporation created, organized and existing under and by virtue of the laws of the State of Wisconsin, jointly and severally hereinafter called the WISCONSIN COMPANIES, parties of the first part; and the NORTHERN PACIFIC RAILROAD COMPANY, a corporation created, organized and existing under and by virtue of the laws of the United States of America, hereinafter called the NORTHERN COMPANY, party of the second part.

WHEREAS, The Chicago and Wisconsin Railroad Company is a corporation created, organized and existing under and by virtue of the laws of the State of Illinois, and heretofore constructed a line of railway extending from a point of junction with the tracks of the Chicago and Great Western Railroad Company, now owned by the Chicago and Northern Pacific Railroad Company, a corporation created, organized and existing under and by virtue of the laws of the State of Illinois, at the west line of Section Sixteen (16), Township Thirty-nine (39) North, Range Thirteen (13), in the Town of Cicero, County of Cook and State of Illinois, in a general westerly and northerly direction through the Town of Proviso and the Village of River Forest, by way of River Park and Des Plaines, to a point of junction with the railroad of the Chicago, Wisconsin and Minnesota Railroad Company upon the northern boundary line of the State of Illinois, and, heretofore, to wit: on or about the first day of September, A. D. 1885, duly

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Lease, Wis. Cent. Co. to North. Pac. R. R. Co.

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made, executed and delivered to the said Chicago, Wisconsin and Minnesota Railroad Company, and said last named company accepted a lease of the Chicago and Wisconsin Railroad for the term of nine hundred and ninety-nine (999) years, and for the longest term allowed by law and not exceeding said term, which said lease was thereafter recorded and now appears of record, reference whereto is hereby made; and

WHEREAS, That portion of said Chicago and Wisconsin Railroad which lies between the intersection thereof by the north line of Section Thirteen (13), in Township Thirty-nine (39) north, Range Twelve (12), in the Town of Proviso, in the County of Cook and State of Illinois, at the centre line of Madison street, so-called, and said west line of Section Sixteen (16) aforesaid, was constructed in whole or in part upon lands owned and acquired by the Chicago and Great Western Railroad Company, and said last named company, by deed dated the sixteenth day of August, A. D. 1886, conveyed the same to said Chicago and Wisconsin Railroad Company, and, on said day, acquired from the owners of, and persons interested in the railway so conveyed by it to the Chicago and Wisconsin Railroad Company, a lease thereof for the term of nine hundred and ninety-nine (999) years, and for the longest term allowed by law, not exceeding said term, reserving free trackage during said term, reference whereto is hereby made; and

WHEREAS, The Chicago, Wisconsin and Minnesota Railroad Company is a corporation created, organized and existing under and by virtue of the laws of the State of Wisconsin, and is the owner of a line of railway extending from a point of junction with the said Chicago and Wisconsin Railroad upon the southern boundary line of the State of Wisconsin, in a general northerly direction by way of Burlington and Waukesha, to a point of junction with the Milwaukee and Lake Winnebago Railroad, so-called, at Schleisingerville, in the County of Washington and State of Wisconsin, and heretofore leased the said Chicago and Wisconsin Railroad for the aforesaid term of nine hundred and ninety-nine (999)



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Lease, Wis. Cent. Co. to North. Pac. R. R. Co.

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years, and by instrument dated the first day of September, A. D. 1885, duly demised and leased unto the Wisconsin and Minnesota Railroad Company, a corporation created and organized under the laws of the State of Wisconsin, for the term of ninety-nine (99) years, the line of railway owned and leased by it, extending from said Schleisingerville to the west line of Section Sixteen (16) in the Town of Cicero aforesaid, and certain terms and provisions of said lease last above mentioned were thereafter modified by a certain agreement between said Chicago, Wisconsin and Minnesota Railroad Company and said Wisconsin and Minnesota Railroad Company and Messrs. John A. Stewart and Edwin H. Abbot, Trustees under the mortgage of said Chicago, Wisconsin and Minnesota Railroad Company, and dated the twenty-sixth day of July, A. D. 1886, reference to which said lease and modifying agreement, last mentioned, is hereby made, and said modified lease is now in full force and effect; and

WHEREAS, Said modified lease of the Chicago, Wisconsin and Minnesota Railroad was assigned to, and assumed by, the Wisconsin Central Company under and by virtue of a certain agreement between all parties in interest, dated the thirty-first day of May, A. D. 1888, reference whereunto is hereby made, and the Wisconsin Central Company is now in possession of and operating the Chicago, Wisconsin and Minnesota Railroad, and the Chicago and Wisconsin Railroad to a connection with the tracks of the said Chicago and Northern Pacific Railroad Company under and by virtue thereof; and

WHEREAS, The Milwaukee and Lake Winnebago Railroad Company is a corporation created, organized and existing under and by virtue of the laws of the State of Wisconsin, and heretofore constructed a line of railway extending from Schleisingerville, so-called, in the County of Washington and State of Wisconsin, by way of the Cities of Fond du Lac and Oshkosh, to a junction with the main line of the Wisconsin Central Railroad in Little Lake Battes des Morts, at Neenah, so-called, in the County of Winnebago and State of Wisconsin, and heretofore leased its line of rail-



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way to the Wisconsin Central Railroad Company, for the term of ninety-nine (99) years, by an instrument dated the twenty-seventh day of March, A. D. 1882, reference whereto is hereby made, and the Wisconsin Central Railroad Company is now in possession of and operating the Milwaukee and Lake Winnebago Railroad under and by virtue of said lease; and

WHEREAS, The Wisconsin Central Railroad Company has heretofore constructed and now operates a line of railway extending from the City of Menasha, in the County of Winnebago and State of Wisconsin, thence by way of Neenah and Waupaca, in a general northwesterly direction, to the City of Stevens Point, in the County of Portage, and thence in a northwesterly direction, by way of Marshfield to Spencer; and thence in a northerly direction by way of Abbotsford, Phillips and Mellen, to the City of Ashland upon Lake Superior to a connection with the tracks of the Northern Pacific Railroad Company; and also a branch extending in a southerly direction from said City of Stevens Point to the City of Portage, in the County of Columbia and State of Wisconsin, and also sundry spurs now used in connection with said main lines of railway; and

WHEREAS, The Packwaukee and Montello Railroad Company is a corporation created, organized and existing under and by virtue of the laws of the State of Wisconsin, and heretofore constructed a line of railway extending from a point of junction with the main line of the Wisconsin Central Railroad at Packwaukee, so-called, in the County of Marquette, along the shores of Buffalo Lake, so-called, to Montello in said County of Marquette, and by indenture of lease dated the first day of November, A. D. 1889, leased its said line of railway to said Wisconsin Central Railroad Company for the term of ninety-nine (99) years, reference to which lease is hereby made, and the Wisconsin Central Railroad Company is now in possession of and operating said Packwaukee and Montello Railroad under and by virtue of said lease; and

WHEREAS, The Wisconsin and Minnesota Railroad Company heretofore constructed a line of railway extending from Abbotsford,

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Lease, Wis. Cent. Co. to North. Pac. R. R. Co.

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so-called, upon the main line of the Wisconsin Central Railroad in a general westerly direction to the City of Chippewa Falls, in the County of Chippewa, and State of Wisconsin, and heretofore conveyed its said railway to the Wisconsin Central Company by deed dated the thirty-first day of May, A. D. 1888, reference whereunto is hereby made, and said railroad is now owned by the Wisconsin Central Company; and

WHEREAS, The St. Croix and Chippewa Falls Railroad Company, a corporation created and organized under and by virtue of the laws of the State of Wisconsin, heretofore constructed a line of railway extending from said City of Chippewa Falls through the Counties of Chippewa, Dunn and St. Croix, to a junction with the St. Paul and St. Croix Railroad on the western boundary line of the State of Wisconsin; and

WHEREAS, The St. Paul and St. Croix Railroad, a corporation created and organized under and by virtue of the laws of the State of Minnesota, heretofore constructed a line of railway extending from a point of junction with the St. Paul and Duluth Railroad in Section Fifteen (15), Township Twenty-nine (29) North, Range Twenty-two (22) West, in the County of Ramsey and State of Minnesota; thence in an easterly direction through the Counties of Ramsey and Washington, in the State of Minnesota, to a point of junction with the St. Croix and Chippewa Falls Railroad, on the eastern boundary line of the State of Minnesota; and

WHEREAS, Said St. Croix and Chippewa Falls Railroad Company and said St. Paul and St. Croix Railroad Company thereafter became consolidated under the laws of the States of Wisconsin and Minnesota into the Minnesota, St. Croix and Wisconsin Railroad Company, under and by virtue of certain articles of consolidation dated the twenty-eighth day of June, A. D. 1884, and duly filed and recorded in the offices of the Secretaries of State of said States of Wisconsin and Minnesota respectively, reference to which said articles of consolidation is hereby made; and

WHEREAS, The Chippewa Falls and Western Railway Company, a corporation created and organized under and by virtue of the



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Lease, Wis. Cent. Co. to North. Pac. R. R. Co.

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laws of the State of Wisconsin, heretofore constructed a line of railway from the City of Eau Claire to, into and through the City of Chippewa Falls, to a connection upon the southwesterly side of the Chippewa River, so-called, with the Wisconsin and Minnesota Railroad in Government Lot Three (3), in Section Five (5), Township Twenty-eight (28) North, Range Eight (8) West in the County of Chippewa and State of Wisconsin, and the railroad of the Chicago, Milwaukee and St. Paul Railway Company connects with said Chippewa Falls and Western Railway at Central Junction, so-called, in Government Lot Eight (8), in Section Twelve (12), Township Twenty-eight (28) North, Range Nine (9) west, in said County of Chippewa; and the said Chicago, Milwaukee and St. Paul Railway Company acquired from said Chippewa Falls and Western Railway Company an equal undivided one-half of all that portion of said Chippewa Falls and Western Railway which lies between said junction made therewith by said Chicago, Milwaukee and St. Paul Railway last above described and a point of junction in Government Lot Five (5), Section Five (5), Township Twenty-eight (28) North, Range Eight (8), West, made therewith by a certain track connecting with said Chippewa Falls and Western Extension, so called, and extending in a northeasterly direction along the northerly bank of the Chippewa River to the piling ground of the Chippewa Lumber and Boom Company, and the Wisconsin Central Company now owns through mesne conveyances said Chippewa Falls and Western Railway, and is in possession of and operating the same; and

WHEREAS, The St. Paul and St. Croix Falls Railway Company, a corporation created and organized under the laws of the State of Minnesota, heretofore constructed a line of railway extending from a point of junction with the Minnesota, St. Croix and Wisconsin Railroad, in Section Fifteen (15), Township Twenty-nine (29) North, Range Twenty-two (22) West, in the County of Ramsey and State of Minnesota; thence in a general westerly and southwesterly direction, to a point of junction with the tracks of the St. Paul and Northern Pacific Railroad Company, so-called, in Section



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Nineteen (19), Township Twenty-nine (29) North, Range Twenty-two (22) West, in said County of Ramsey and State of Minnesota, known as Trout Brook Junction, and thereafter conveyed to said Minnesota, St. Croix and Wisconsin Railroad Company all its railway and property of whatsoever nature; and

WHEREAS, The Minnesota, St. Croix and Wisconsin Railroad Company heretofore conveyed to the Wisconsin Central Company all that portion of its railway which lies within the State of Wisconsin, by deed dated the thirty-first day of May, A. D. 1888, reference whereto is hereby made, and the Wisconsin Central Company entered into possession of said railroad under said deed; and

WHEREAS, The said Wisconsin Central Company and said Minnesota, St. Croix and Wisconsin Railroad Company became consolidated under the laws of the States of Wisconsin and Minnesota by articles of consolidation dated the thirty-first day of May, 1888, and duly recorded and filed in the offices of the Secretaries of State of said States respectively, reference whereto is hereby made, and said Wisconsin Central Company thereupon entered upon all the property of the constituent corporations, and is now operating and in possession thereof; and thereby owns and operates a continuous line of railroad from a junction at Abbotsford with the railroad of the Wisconsin Central Railroad Company to a junction at Trout Brook Junction with the railroad of the St. Paul and Northern Pacific Railroad Company, which last named railroad is leased, controlled and operated by the Northern Pacific Railroad Company; and

WHEREAS, The Penokee Railroad Company, a corporation created and organized under the laws of the State of Wisconsin, heretofore constructed a line of railway from a point of junction with the Wisconsin Central Railroad at Mellen, so-called, in Section Six (6), Township Forty-five (45) North, Range Two (2) West, in the County of Ashland; thence along the Penokee Range to a point of junction with the Gogebic and Montreal River Railroad on the northeastern boundary line of the State of Wisconsin, at Hurley, and sundry spurs and branches to mines upon said Penokee Range,

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and is also the owner of extensive ore docks and yards, tracks and other structures appurtenant thereto, at the City of Ashland, upon Lake Superior; and

WHEREAS, The Gogebic and Montreal River Railroad Company, a corporation under the laws of the State of Michigan, heretofore constructed a line of railway extending from a point of junction with the Penokee Railroad, so-called, on the northeastern boundary line of the State of Wisconsin; thence in a general easterly direction along the Gogebic Range to Bessemer, together with sundry spurs and branches thereof extending to the iron mines upon said range, and heretofore, to wit: on the first day of September, A. D. 1886, executed and delivered to the Penokee Railroad Company, and said Penokee Railroad Company accepted a lease of its line of railway for the term of nine hundred and ninety-nine (999) years, reference whereto is hereby made; and

WHEREAS, Said Penokee Railroad Company heretofore conveyed to the Wisconsin Central Company all its railroad, and assigned its rights and interests under said lease of the Gogebic and Montreal River Railroad, by instrument dated the thirty-first day of May, A. D. 1888, reference whereto is hereby made, and the Wisconsin Central Company thereupon entered upon said Penokee Railroad and said Gogebic and Montreal River Railroad, and is now in possession of and operating the same; and

WHEREAS, The Wisconsin Central Railroad Company and divers other corporations in common interest entered into certain articles of agreement with the Chicago, Milwaukee and St. Paul Railway Company, bearing date the twenty-fourth day of July, A. D. 1886, whereunder and whereby, amongst other things, said last named company granted unto the Wisconsin Central Railroad Company and its associates in said agreement, trackage rights upon the Chicago, Milwaukee and St. Paul Railway between Rugby Junction, so-called, upon the main line of the Chicago, Wisconsin and Minnesota Railroad and the City of Milwaukee, as well as sundry terminal passenger and freight facilities in the City of Milwaukee, reference whereto is hereby made, and said Wisconsin Central Rail-



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road Company and its associates are now exercising and enjoying such trackage rights and terminal facilities; and

WHEREAS, The Wisconsin Central Company now enjoys sundry terminal facilities at the City of St. Paul and the City of Minneapolis, and sundry trackage rights between said cities under and by virtue of divers contracts heretofore made by the Minnesota, St. Croix and Wisconsin Railroad Company and the Wisconsin Central Company, with the St. Paul, Minneapolis and Manitoba Railroad Company, so-called, reference whereto is hereby made; and

WHEREAS, The Wisconsin Companies by an indenture of contract and lease dated the first day of April, A. D. 1890, heretofore leased all the terminal facilities and properties of the Chicago and Northern Pacific Railroad Company located in the County of Cook, in the State of Illinois, a copy of which is hereto annexed and made part hereof; and

WHEREAS, The said Wisconsin Central Company is the owner of a controlling interest in the stocks and bonds of the Wisconsin Central Railroad Company; and

WHEREAS, Said lines of railway hereinbefore described as owned or leased by the Wisconsin Companies form a system of railway, known as the Wisconsin Central System, extending generally from the City of Chicago, in the State of Illinois, to Ashland, on Lake Superior, in the State of Wisconsin, and to the cities of St. Paul and Minneapolis, in the State of Minnesota; and

WHEREAS, The Northern Company is by its charter authorized and empowered, among other things, to lay out, locate, construct, furnish, maintain and enjoy a continuous railroad and telegraph line with the appurtenances, beginning at a point on Lake Superior, in the State of Minnesota or Wisconsin, thence westerly to Puget Sound, and has completed its line from Ashland in the State of Wisconsin, through the States of Wisconsin, Minnesota, Dakota and Montana, the Territory of Idaho and State of Washington to the City of Tacoma, and thence to the City of Portland in the State of Oregon, and is the lessee of a railroad extending from the City of St. Paul in the State of



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Minnesota, via the Minnesota Transfer and the City of Minneapolis to Brainerd, in said State, and controls and operates divers branch lines, extending from or connected with its main line to various points and places in the States and Territory aforesaid, and the railway lines now owned, controlled and operated by it directly connecting with the aforesaid lines of the Wisconsin Central System at the City of Ashland, in the State of Wisconsin, and at Minnesota Transfer and the Cities of St. Paul and Minneapolis, in the State of Minnesota; and

WHEREAS, The lines of railway now owned, controlled and operated by the Wisconsin Companies, and the lines of railway now owned, controlled and operated by the Northern Company, can by means of the connections aforesaid at the City of Ashland, in the State of Wisconsin, and the Cities of St. Paul and Minneapolis, in the State of Minnesota, be operated as a continuous trunk line system of railway for the transportation of freight and passengers between the City of Chicago, in the State of Illinois, and the Pacific Coast and intermediate points; and

WHEREAS, The Northern Company is by its charter authorized to accept to its own use any grant, power or franchise which may be granted to or conferred upon it by the Legislature of any State, and the State of Wisconsin has heretofore conferred upon said Northern Company, by virtue of divers enactments of the Legislature of said State, certain powers, privileges and franchises, so that the Northern Company is a corporation existing within the said State of Wisconsin and entitled to exercise all the rights, powers, privileges and franchises conferred upon a railroad corporation existing under the laws of the State of Wisconsin and has the power to accept a lease of the aforesaid lines of railway, known as the Wisconsin Central System, owned and leased by the Wisconsin Companies; and

WHEREAS, The Wisconsin Companies are empowered by law to make a lease to the Northern Company of the various lines of railroad hereinbefore described and now owned, controlled and operated by them, known as the Wisconsin Central System; and

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WHEREAS, The parties hereto heretofore entered into a certain Traffic Contract, so-called, dated the second day of May, A. D. 1889, which said Traffic Contract was thereafter duly amended by consent of the parties thereto on the sixteenth day of January, A. D. 1890, and the parties hereto thereafter, by due action had according to law made and entered into an agreement providing for the making of this indenture of contract and lease.

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That for and in consideration of the sum of one dollar by each to the others paid, the receipt whereof is respectively hereby acknowledged, and of the mutual covenants and agreements hereinafter contained, the parties do hereby covenant and agree, each with each, and each with all the others, as follows, that is to say:

ARTICLE ONE. The Wisconsin Companies as owners and lessees as aforesaid, do hereby jointly and severally grant, demise and lease unto the Northern Company, and to its successors and assigns, all and singular, the property demised and let to the Wisconsin Companies by the Chicago and Northern Pacific Railroad Company, in the County of Cook and State of Illinois, under and by virtue of the aforesaid indenture of contract and lease between the Wisconsin Companies and the Chicago and Northern Pacific Railroad Company; and also all and singular, the trunk line system of railway now owned, operated and controlled by them, extending from the west line of Section Sixteen in the Town of Cicero, in said County of Cook, in a general westerly direction to Altenheim, thence in a general northerly direction by way of Des Plaines, Burlington, Waukesha, Fond du Lac and Oskosh, to the City of Neenah, in the State of Wisconsin, and from the City of Menasha, in said State of Wisconsin, in a general northwesterly and northerly direction by way of said Neenah, Waupaca, Stevens Point, Abbotsford, Phillips and Mellen, to the City of Ashland upon Lake Superior, in said State of Wisconsin, and from said Stevens Point, in a general southerly direction, to the City of Portage, in said State of Wisconsin, with a branch extending in a general easterly direction from Packwaukee to Montello in said State, and from Abbotsford,



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in the County of Clark in said State of Wisconsin, in a general westerly direction by way of Chippewa Falls and New Richmond, to the Cities of St. Paul and Minneapolis and the Minnesota Transfer, so-called, in the State of Minnesota, with a branch from Chippewa Falls to Eau Claire, in said State of Wisconsin, and from said Mellen, in a general easterly direction, by way of Hurley and Ironwood, to Bessemer, in the State of Michigan, and all branches, spurs and extension lines of railroad now constructed, operated or controlled by them or either of them, together with the appurtenances thereto belonging, and all and singular the lands and premises occupied thereby; also all rights, privileges, liberties, ordinances and franchises connected with or relating to the said demised railroads, or to the construction, maintenance, use, management or operation of the same, or to the business thereof; also, all and singular all railways, ways and rights of ways, and all depot-grounds and other grounds; also, all rolling stock and equipment owned, leased, or otherwise controlled by the Wisconsin Companies; also, all tracks, side-tracks, telegraph lines, turn-tables, water-tanks, bridges, viaducts, culverts, wharves, docks, fences and other structures, and all depots, station-houses, engine-houses, car-houses, freight-houses, wood-houses, elevators, warehouses, and all shops, buildings, erections and superstructures of every kind, and all other facilities, terminal and otherwise, for operating said railroads, and for transacting the business thereof; and also, all and singular, all lands, leaseholds, premises and easements relating to the demised premises; and also, all contracts, covenants and agreements of any and every sort incident to the operation of the demised property in this article described, owned or controlled by said lessors, or either of them, prior to the taking effect hereof, relating to the use or occupancy of the demised railroads or the business, maintenance or operation thereof, and also, so far as the Wisconsin Companies or either of them can lawfully include the same herein, all and singular the rights and privileges of whatsoever nature vested in them under and by virtue of a certain contract between the Wisconsin Central Railroad Company and other



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persons and corporations, and the Chicago, Milwaukee and St. Paul Railway Company, bearing date the twenty-fourth day of July, A. D. 1886, subject, however, to the terms, conditions, restrictions and stipulations therein expressed; excepting and reserving from the operation and effect of this indenture of contract and lease all land grant and other lands, lots and real estate of whatsoever nature which now are or hereafter may be owned or controlled by the Wisconsin Companies or either of them, not acquired for use or used in connection with, the actual management, maintenance and operation of the demised railroads or property, or some part thereof, and excepting and reserving also the hotel Chequamegon, so-called, and the property, real, personal and mixed, appertaining thereto or used in connection therewith; *provided, always, however*, that nothing herein contained shall operate to grant or demise, or be construed to include, the franchise to be a corporation of the Wisconsin Companies or either of them, or their or either of their lessors or any of them, said franchises being hereby expressly reserved and excepted from these presents.

TO HAVE AND TO HOLD the said demised railroads, their appurtenances, and the said premises, rights, liberties and franchises connected therewith, and all the other property hereinbefore demised, unto the Northern Company, its successors and assigns, from the first day of April, A. D. one thousand eight hundred and ninety (1890), for and during and until the full end and term of ninety-nine (99) years next ensuing, and fully to be completed and ended, the Northern Company, its successors and assigns, yielding and paying therefor unto the Wisconsin Companies, monthly in every year during the said term hereby granted, the rent hereinafter specified, and keeping and performing all and singular the covenants and agreements hereinafter set forth, to be by the Northern Company kept and performed, *but subject, nevertheless*, to the lien of all mortgages now existing, made by the Wisconsin Companies, or either of them, covering or in any way affecting the whole or any part or portion of the property hereby demised; *and subject, also*, to all mortgages referred to in the aforesaid indenture of con-

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tract and lease between the Chicago and Northern Pacific Railroad Company and the Wisconsin Companies, and to which mortgages said indenture of contract and lease is by its terms expressly made subject.

And these presents further witness that said railroads, with their appurtenances, and the said premises, rights, liberties, ordinances and franchises of the Wisconsin Companies are granted and demised unto the Northern Company, its successors and assigns, upon the terms, conditions and agreements hereinafter mentioned and set forth.

ARTICLE TWO. For the purpose of computing and determining the amount of money payable by the Northern Company as and for the rent of the said demised railroads, appurtenances, premises and franchises and other property, the words “gross earnings,” whenever and wherever used in these presents, and at all times and for all purposes, shall be held to mean:

(A.) The entire receipts for the transportation of persons and property local to the said hereby demised railroads, that is to say: for the transportation of persons and property when the initial and terminal points of transportation are on the line of the said hereby demised railroads, or at the termini thereof, or at either of the termini and an intermediate point, as well as from transfer, terminal or other service rendered by the Northern Company, on or by means of, or in connection with, the demised property north of said Altenheim.

(B.) The entire receipts from any other person or corporation for the use of the demised property or any part thereof lying north of said Altenheim, and for the transportation of mail and express upon the demised property, or any part thereof, and the net profit, if any, made from hotels and eating-houses north of said Altenheim, and from the operation of dining-cars and sleeping-cars upon said demised property or any part thereof.

(C.) The entire receipts apportioned to the demised property for the transportation of persons and property, when such transportation is partly on or over said hereby demised railroads, or some



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portion thereof, and partly on or over the line of any other common carrier than the Northern Company.

(*D.*) The entire receipts apportioned to the demised property for the transportation of persons and property, when such transportation is partly on or over said hereby demised railroads, or some portion thereof, and partly on or over the railroad of the Northern Company, or some portion thereof.

(*E.*) The entire receipts apportioned to the demised property for the transportation of persons and property, when such transportation is partly on or over said hereby demised railroads, or some portion thereof, and partly on or over the railroad of the Northern Company, or some portion thereof, and partly on or over the line or lines of some other common carrier or carriers.

(*F.*) The entire receipts for the transportation of all persons employed in, and materials intended for, construction, or any other similar purpose, upon any portion of the line or lines of railroad owned, leased or otherwise controlled by the Northern Company, except the railroads hereby demised, or branches, spurs or extension lines thereof. Fair and reasonable charges shall be made for such transportation.

(*G.*) The entire receipts from all other business, if any, done upon or in connection with the demised property, or any part thereof.

It is, however, distinctly agreed that whenever the use of the property of the Chicago and Northern Pacific Railroad Company, or of any portion thereof, shall contribute to any extent to the receipts, which enter into the definition of gross earnings as hereinbefore described, there shall be deducted from said gross receipts and not included in said gross earnings, a fair and reasonable charge on account of the amount, which the use of the said property of the Chicago and Northern Pacific Railroad Company contributed thereto, and that none of the earnings made between Rugby Junction and the City of Milwaukee shall be included in the gross earnings, but the same shall belong wholly to the Northern Company.

ARTICLE THREE. The revenue derived by the Northern Com-



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pany from passenger or freight traffic, which is transported partly on or over the demised property, or some portion thereof, and partly on or over the lines of the Northern Company, or some portion thereof, shall be divided between the Wisconsin Companies and the Northern Company at all times upon a fair and reasonable basis, having due regard to the conditions of traffic and competition; provided that all revenue which is not competitive or transcontinental, but which is common to the railroads of the parties hereto respectively, shall be apportioned between the Wisconsin Companies and the Northern Company upon the basis of their respective local rates.

Rates for the transportation of such common business shall consist of the sum of such respective local rates, unless the judicious and prudent development and conduct of such common business shall render lower rates for the transportation thereof necessary or expedient.

The Northern Company shall at all times during the existence of this indenture of contract and lease have the right, in the first instance, to establish the rates for the transportation of freight and passengers upon or over the demised property, and each and every part thereof, subject, however, to and in accordance with such legal rules and statutory provisions as may from time to time be in force and applicable thereto; *provided, however*, that such rates shall at all times be reasonable.

ARTICLE FOUR. The Northern Company further covenants and agrees that it will, within sixty (60) days after the expiration of each calendar month during the existence of this indenture of contract and lease, pay to the Wisconsin Central Company a sum equal to thirty-five per centum of the gross earnings during each such calendar month, upon all that part of the premises hereby demised which lies north and west of the junction made with the Wisconsin Central Railroad, by the Milwaukee and Lake Winnebago Railroad, in Little Lake Butte des Morts, in the County of Winnebago and State of Wisconsin; and also, a sum equal to thirty-seven and one-half per centum of the gross earnings during

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each such calendar month, upon the Milwaukee and Lake Winnebago Railroad and the Chicago Wisconsin and Minnesota Railroad, extending from the junction aforesaid made by the Milwaukee and Lake Winnebago Railroad with the Wisconsin Central Railroad, in Little Lake Butte des Morts, to the railroad of the said Chicago and Northern Pacific Railroad Company.

ARTICLE FIVE. The Northern Company shall and will keep books of account in such manner and in order that the gross earnings made on each railway hereinbefore described as leased, and on each railway hereinbefore described as owned by the Wisconsin Companies can at all times be readily ascertained and distinguished, and shall and will render to the Wisconsin Central Company, at its office in the City of Milwaukee, within sixty (60) days after the close of each said calendar month, a statement of the gross earnings, as hereinbefore defined, made during each such month on the hereby demised property, upon which rentals are to be computed and paid, as provided by Article Four hereof.

The Northern Company covenants and agrees that the Wisconsin Companies shall at all reasonable times have access to all books, statements, vouchers and accounts kept by the Northern Company for the purposes aforesaid, and shall have all reasonable opportunity to verify the statements so as aforesaid covenanted and agreed to be furnished to the Wisconsin Companies by the Northern Company.

The Northern Company shall at all times during the existence of this indenture of contract and lease, at the option of the Wisconsin Companies, afford office room and accommodations to such person or persons as the Wisconsin Companies shall designate, and said person or persons so acting for the Wisconsin Companies shall at all times have free and full access to the books, vouchers and accounts aforesaid for the purpose of making up such statements and obtaining such information of the business done and earnings made upon the property hereby demised, and each and every part thereof, as shall from time to time be required by the Wisconsin Companies in order to enable them to perform all and singular their



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obligations contained in, arising under, or by reason of any lease, contract or other paper writing, relating to the demised property or any portion thereof.

ARTICLE SIX. Whenever, and if, in any year ending June thirtieth the expenses of the Northern Company in operating and maintaining that part of the system of railway hereby demised lying north of Altenheim aforesaid shall be less than fifty-nine per centum of the gross earnings made thereon, then and in such case one-half of the difference between the actual operating and maintenance expenses and a sum equal to fifty-nine per centum of said gross earnings shall belong to and be paid to the Wisconsin Companies, in addition to all other sums of money agreed to be paid by the Northern Company, and shall be apportioned between the Wisconsin Companies upon the basis of mileage herein demised by them respectively to the Northern Company; *provided, however*, that if in any previous year or years the said operating and maintenance expenses shall have exceeded a sum equal to fifty-nine per centum of the gross earnings of said year or years, the said difference shall first be applied to reimburse the Northern Company for such excess, and one-half the remainder only of said difference shall become due and payable to the Wisconsin Companies by the Northern Company.

Under the provisions of this article the sum of one hundred and seventy-five thousand dollars, the fixed terminal rental at Chicago heretofore paid by the Northern Company, shall be considered as operating and maintenance expenses, and all advances made to make up any deficit under the provisions of Article Two of the lease from the Chicago and Northern Pacific Railroad Company to the Wisconsin Companies shall also be considered as operating and maintenance expenses; *provided, however*, that if and when the Chicago and Northern Pacific Railroad Company shall be able from its net earnings to repay all or any part of the sums advanced to make up the deficit for any year, the sums when so repaid shall be deducted from the operating and maintenance expenses as ascertained under this Article, and if the operating and maintenance



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expenses shall then not exceed fifty-nine per centum of the gross earnings, one-half of the difference between such actual operating and maintenance expenses and fifty-nine per centum of the gross earnings shall be paid to the Wisconsin Companies.

ARTICLE SEVEN. The Northern Company hereby covenants and agrees that it shall and will so far as it lawfully can, at all times, during the existence of this indenture of contract and lease transact over the property hereby demised, all the freight and passenger business which it can control destined to or through any point or points reached by the railroad lines hereby demised, when such lines can be utilized for such business; and that it shall not and will not during the existence of this indenture of contract and lease, make any agreement, traffic contract, lease or paper writing of any kind whatever, which shall in any way directly or indirectly evade in any particular the obligations hereof, or which shall permit any traffic of any kind that might produce a revenue to the Wisconsin Companies to be in any way diverted from the property hereby demised, or to be transacted by any other person or persons, corporation or corporations whatsoever.

ARTICLE EIGHT. The Northern Company shall and will continuously, during said granted term, operate said demised railroads in all respects as required by any and all laws of the United States of America, and of the States of Minnesota, Michigan, Wisconsin and Illinois, and of any competent municipal authority pertaining thereto, and at all times furnish to the public all practicable and reasonable facilities to the extent of the capacity of the tracks, sidings and stations, and shall and will at all times during said term, keep, maintain, and preserve said demised railroads, premises and appurtenances, and all parts thereof in good condition and repair; and as often as any part or portion of said demised railroads, or their appurtenances, shall, from any cause, be destroyed, or otherwise become unfit for their appropriate uses and purposes, the Northern Company shall and will renew, replace or rebuild the same, and apply all insurance money received toward such purpose, and said renewed, replaced and rebuilt structures shall at once be-

come and be the property of the company owning the line of railway upon or in connection with which the same shall be located, without claim thereto on the part of the Northern Company, except under the provisions of this indenture of contract and lease, as a portion of the demised premises and property.

ARTICLE NINE. The Northern Company shall at all times during the existence of this indenture of contract and lease pay and discharge any and all costs, expenses and charges whatsoever of managing, maintaining and operating the property hereby demised, and any and all costs, expenses, and charges of any and all kinds whatsoever arising out of, or in any manner pertaining to or connected with the management, maintenance or operation of said demised property, and shall, if requested by the Wisconsin Companies, or either of them, assume the defense of, and shall defend all suits and actions brought against the Wisconsin Companies, or either of them, in any manner growing out of the management, maintenance or operation of said demised property, and shall pay all recoveries therein as well as all expenses and disbursements incident thereto, and shall indemnify the Wisconsin Companies, and each of them, against, and save them and each of them harmless from, all and singular all costs, expenses, charges, liabilities, recoveries, judgments, executions and causes of action, either at law or in equity, in any manner arising from or connected with the enjoyment of said demised property by the Northern Company.

ARTICLE TEN. The Northern Company shall and will from time to time, and when the same shall become due, pay and discharge all license fees, taxes, duties and assessments of whatsoever nature that may be levied, exacted, required, charged or assessed, by or through the United States, or by or through any state, county, city or town, or by or through any other municipal or legal authority, on the said demised property, or any part thereof, or on the gross earnings made on, or on the ordinances and franchises pertaining to said demised property, and every part thereof.

ARTICLE ELEVEN. The Wisconsin Companies shall and will from time to time, and at all times during the existence of this in-



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denture of contract and lease, at their own cost and charge, furnish and supply for use, upon the railroads hereby demised, any and all motive power, rolling stock and equipment which the business of said demised railroads and the increase thereof may require; but they shall not be compelled to furnish an amount or quantity of motive power and cars beyond what would be necessary to carry and move all the cars and trains of cars and traffic upon the property hereby demised, through and local, on and over the lines of the said Wisconsin Central System, if none of said equipment were sent from said lines upon other railroads.

ARTICLE TWELVE. The Northern Company hereby covenants and agrees, in the operation and management of the demised property, to use its best endeavors to realize the largest possible net income and earnings therefrom, and to use its best endeavors to keep all property, both real and personal, hereby demised which it does not need for its own use as a common carrier rented for upon such terms as may be deemed best to promote the interests of the parties hereto; *provided, however*, that nothing in this indenture contained shall ever be construed to compel the Northern Company, except at its own option, to lease facilities upon or in connection with said demised property to any common carrier directly and substantially competing with the Northern Company. This is subject, however, to the provisions of said lease between the Chicago and Northern Pacific Railroad Company and the Wisconsin Companies.

ARTICLE THIRTEEN. The Northern Company shall from time to time make out and furnish to or for the Wisconsin Companies, and each of them, when and as from time to time requested, any and all reports and statements, or the proper data therefor, which they or either of them are now or may hereafter be required to make or file by any law respecting the condition, business, management or operation of the railroads and property hereby demised, and permit the President, Treasurer, or such other person as may be appointed for that purpose by the respective Boards of Directors of the Wisconsin Companies to inspect the books of the Northern Company relating to such property, for the purpose of verifying all statements so made.



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ARTICLE FOURTEEN. The Northern Company shall and will, during the existence of this indenture of contract and lease, keep the passenger stations, freight houses, round houses, warehouses, elevators and all other buildings, rolling stock and equipment and insurable property, hereby demised, insured in like manner and to like extent as it insures similar property of its own against loss or damage by fire, in good and responsible companies, and in the event of either loss or damage by fire, the Northern Company shall apply the insurance money which it may receive to rebuild, repair or replace, as the case may be.

ARTICLE FIFTEEN. The Northern Company shall and will, and it does hereby assume, and it hereby agrees to fully perform in every particular, all the covenants, promises, agreements and stipulations to be in any manner performed by the Wisconsin Companies under and in pursuance of the provisions contained in the indenture of contract and lease aforesaid between the Wisconsin Companies and the Chicago and Northern Pacific Railroad Company, dated the first day of April, A. D. 1890; and the agreement with the Chicago, Milwaukee and St. Paul Railway Company hereinbefore referred to, bearing date the twenty-fourth day of July, A. D. 1886, while the Northern Company enjoys the privileges thereof; and the Northern Company hereby covenants and agrees that it will, at all times and in all places, indemnify the Wisconsin Companies against, and save them harmless from all claims, demands, costs, liabilities, expenses, disbursements, causes of action, judgments, recoveries and executions, in any manner growing out of, pertaining to, or connected with any misfeasance, non-feasance or malfeasance of any agreements, stipulations, promises or covenants in said indenture of contract and lease between the Wisconsin Companies and said Chicago and Northern Pacific Railroad Company, provided to be by the Wisconsin Companies kept and performed.

ARTICLE SIXTEEN. The Wisconsin Companies do hereby assign and set over unto the Northern Company all contracts and agreements heretofore made and entered into by them, or either of them,

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as well as by each, every and all persons and corporations to whose estate in the demised premises, and each and every part thereof, they or either of them have, prior to the date hereof, succeeded, so far as the same relate to the operation of the demised property, and any part thereof, and are now obligatory upon the Wisconsin Companies, or either of them; and the Northern Company hereby assumes the said contracts, and each and every thereof, and agrees to perform the same, and to indemnify the Wisconsin Companies and each of them, against, and save them and each of them, harmless from each, every and all obligations by them heretofore assumed under, or by, or in respect of each, every and all such contracts, so far as the same relate to the operation of the demised property. Provided, however, that the Wisconsin Companies shall pay each and every rental which may accrue under any and all contracts relating to the property hereby demised, which they, or either of them have promised to pay or assumed, except the rentals under the aforesaid leases or contracts with the Chicago and Northern Pacific Railroad Company and the Chicago, Milwaukee and St. Paul Railway Company.

ARTICLE SEVENTEEN. If either of the parties hereto shall hereafter become dissatisfied with the percentages of gross earnings hereinbefore provided to be paid to the Wisconsin Companies, said party may, during the month of September, A. D. 1895, notify the other party or parties in writing of its or their desire for such revision, and thereupon if the parties hereto do not before the first day of November, A. D. 1895, jointly agree upon a revision of such percentages, then the question of such revision shall be settled by arbitration, as hereinafter in this indenture provided, and such revised percentages, when so agreed upon or settled, shall go into effect on the first day of January, A. D. 1896, and shall thereafter continue in effect for five years then next ensuing; and also, if, during the month of September, 1900 and 1905, and every ten years thereafter during the existence in force of this indenture of contract and lease, either party hereto shall in writing notify the other or others that it or they desire still further revision of the



said percentages then in force, said percentages shall be again revised in like manner as above set forth, and said percentages, so revised, shall go into effect on the first day of January next occurring after each such revision, and shall remain in force until further revised according to the provisions of this article.

ARTICLE EIGHTEEN. In case the parties hereto shall hereafter agree upon the construction of any additional railway lines or extensions of the existing railway lines hereby demised, or of any branches thereof, north of Altenheim, in the State of Illinois, which shall come under the operation of this indenture, then and in that event the Wisconsin Companies hereby covenant and agree, so far as may be necessary, to form or cause to be formed or aid in forming new corporations, competent to construct such additional lines or branches, and to lend their credit by the issue of mortgage bonds, or by the guarantee of the bonds to be issued by such new corporations or otherwise, as may be agreed upon by and between the parties hereto. And the Northern Company hereby covenants and agrees that if any such railway lines or branches are constructed, as aforesaid, then and in that event, to pay to the Wisconsin Companies the same proportion of the gross earnings, made upon said railway lines or extensions, as it has hereinbefore covenanted to pay in respect to the railway lines lying north and west of the City of Menasha in the State of Wisconsin, to wit; thirty-five per centum of the gross earnings, and such payments shall be made at the times and in the manner hereinbefore provided for the payment of rentals under this indenture.

ARTICLE NINETEEN. If the parties hereto shall at any time hereafter agree upon the construction of permanent betterments and improvements to and upon the said demised railways and properties North of Altenheim, in the State of Illinois, not customarily or properly chargeable to operating or maintenance expenses, then and in that event the Wisconsin Companies further covenant and agree to lend their credit by the issue of mortgage bonds, debentures or other obligations in such form as may be agreed upon by and between the parties hereto, for the purpose of provid-



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ing funds for the construction of such betterments and improvements; provided, however, that the payment of the interest upon such mortgage bonds, debentures or other obligations shall be adjusted by agreement between the parties hereto, having due regard to the question as to whether such betterments and improvements tend to reduce operating and maintenance expenses, or tend to produce an increase of gross earnings, or both; and if the parties hereto cannot agree upon their respective liabilities to pay the interest, the same shall be submitted to, and be settled by, arbitration, as provided in article twenty-eight of this Indenture, *provided, however*, that the Northern Company shall have the right to make betterments and improvements of the kind and character in this article specified north of Altenheim aforesaid, in each year, to an amount not exceeding two hundred and fifty thousand dollars (\$250,000), without first obtaining the assent of the Wisconsin Companies thereto; and the Wisconsin Companies shall lend their credit as aforesaid, for the purpose of providing funds to reimburse the Northern Company for such expenditures to the extent aforesaid, and if the parties hereto cannot agree upon their respective liabilities to pay the interest, the same shall be submitted to, and settled by, arbitration, as aforesaid.

ARTICLE TWENTY. The Wisconsin Companies shall and will, from time to time hereafter make, do, seal, execute, acknowledge, and deliver, or cause to be made, done, sealed, executed, acknowledged and delivered, all and such further acts, matters, things, contracts, agreements, leases and assurances in the law for better assuring and confirming unto the Northern Company all and singular the premises, estates, leaseholds and property hereby demised, or intended so to be, as shall be necessary, requisite or proper for better effectuating and carrying out the provisions, objects and purposes of this indenture of contract and lease.

ARTICLE TWENTY-ONE. The parties hereto respectively shall and will maintain, during the existence of this indenture of contract and lease, their and each of their corporate existences and organizations, and shall and will from time to time and at all

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times when and if and as necessary, do each and every and all lawful acts requisite to renew, perpetuate and maintain their and each of their corporate existences and organizations, and shall and will respectively exercise each and every corporate act which they or either of them can now or at any time hereafter may lawfully exercise, to enable the Northern Company to enjoy and avail itself of and exercise every right, franchise and privilege hereby granted, and to properly manage and operate the demised premises according to the terms of this indenture of contract and lease, and said parties respectively shall not and will not commit or omit, and shall not suffer or allow to be committed or omitted any act whereby their or either of their corporate existences and powers may be annulled, abridged or affected.

ARTICLE TWENTY-TWO. The Wisconsin Companies do hereby covenant and agree to and with the Northern Company, that the Northern Company, on paying the rental herein reserved, and performing and fulfilling all and singular the covenants and agreements herein contained on its part to be performed and fulfilled, shall and may peaceably and quietly have, hold and enjoy the said demised railroads, premises, appurtenances and franchises for and during the term aforesaid, without any let, interruption, hindrance or molestation on the part of the Wisconsin Companies or either of them, or any other person or persons, corporation or corporations whatever claiming or to claim by, from, through or under them or either of them.

ARTICLE TWENTY-THREE. If the Northern Company shall at any time or times hereafter, during the existence of this indenture of contract and lease, fail or omit to pay the rent herein reserved, or any part of such rent, when and as the same shall become payable as hereinbefore specified, or if the Northern Company shall fail or omit to keep and perform its covenants and agreements herein contained, or any of them, and shall continue in default in respect to the performance of such covenants and agreements for a period of ninety days, then and in either and every such case it shall be lawful for the Wisconsin Companies, acting jointly, at their option, to



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enter into and upon the said demised railroads, premises and appurtenances, and every part thereof, and remove all persons therefrom without let or hindrance by the Northern Company, and thenceforth the said demised railroads, terminal facilities, premises, properties, appurtenances, and all additions and improvements which shall have been made to the same, to have, hold, possess and enjoy as of the first or former estate of the Wisconsin Companies in the said demised property, and such re-entry shall be without prejudice to the right of the Wisconsin Companies to take such other and further action for the enforcement of the provisions of this indenture as to them may seem advisable or expedient.

ARTICLE TWENTY-FOUR. The Wisconsin Companies further covenant and agree that all rentals paid to them by the Northern Company as hereinabove provided, shall be first applied, so far as may be necessary, to the payment of interest upon their and each of their bonded indebtedness, rentals and all other fixed charges which under this indenture of contract and lease they are bound to pay when and as the same shall from time to time mature, and that they will respectively pay their bonded debt when and as the same matures, either by a new issue of bonds or in such other manner as may be from time to time jointly agreed upon, and will pay all interest when and as the same matures and is due upon said bonded debt, and will forever hold the Northern Company harmless therefrom, and will not, without the consent of the Northern Company, issue any new bonds under any mortgages now outstanding and undischarged.

ARTICLE TWENTY-FIVE. In event of the failure or omission of the Wisconsin Companies to execute and deliver renewal bonds, or to pay the interest or principal upon their or either of their bonds as the same shall respectively accrue, the Northern Company shall have the right to purchase and acquire for its own use and benefit any or all of such outstanding unpaid and matured bonds and coupons, and said bonds and coupons so purchased and acquired shall draw interest at the rate of eight per centum per annum, and be and remain in the hands of the Northern Company in full force,



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validity and effect, secured by a lien upon said demised railroads, premises, appurtenances and franchises, in the same manner and with like effect to all intents and purposes as if the same were held and owned by the original or any other *bona fide* holder and owner thereof, subject to the right of the Wisconsin Companies and each of them to pay, at any time, such matured interest coupons and eight per centum interest thereon, or said matured bonds and eight per centum interest thereon from the date they are acquired by the Northern Company.

ARTICLE TWENTY-SIX. It is hereby mutually understood and agreed, anything in this indenture of contract and lease to the contrary notwithstanding, that the term of the lease and demise herein expressed is at all times subject to and limited by the term of each, every and all leaseholds enjoyed by the Wisconsin Companies or either of them, so far as they form part of the hereby demised property and no further, and that the parties hereto mean and intend that this indenture of contract and lease covers only the unexpired term of each, every and all such leaseholds, vested in the Wisconsin Companies respectively at the date of these presents; *provided, however*, that the Wisconsin Companies shall co-operate with the Northern Company, in each and every lawful way, for the purpose of securing a renewal or extension of each, every and all leasehold interests covered hereby, or intended so to be, for and during the then unexpired term of this indenture of contract and lease.

ARTICLE TWENTY-SEVEN. The Northern Company covenants, promises and agrees to and with the Wisconsin Companies that at the end of said term or sooner termination of this indenture of contract and lease, the Northern Company shall deliver and surrender to the Wisconsin Companies, respectively entitled to receive the same, the said demised railroads, premises and appurtenances in at least as good order and condition as when delivered to the Northern Company under this indenture, and with all such additions, betterments and improvements as shall have been made thereto; *provided, however*, that the stations, depots, elevators, ware-

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Lease, Wis. Cent. Co. to North. Pac. R. R. Co.

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houses, buildings and similar structures, shall be subject to reasonable wear and tear.

ARTICLE TWENTY-EIGHT. If any question shall at any time arise, touching the construction of this indenture of contract and lease, or any part thereof, or the manner of conducting the business to be carried on under the provisions thereof, or concerning any alleged misfeasance, non-feasance or malfeasance, or concerning the proper observance or performance of any of the conditions, stipulations or agreements herein contained, or touching any other matter in the premises upon which the parties hereto do not agree, then the same shall be stated in writing by the party aggrieved, and shall be submitted to the arbitrament of three disinterested and competent persons familiar with such business and experienced in railway affairs, who shall be jointly selected by the parties hereto; and in case the parties hereto fail to jointly select such arbitrators within twenty days after written request for such arbitration, then said arbitrators may, upon application made by either party, after twenty days written notice thereof to the other parties, be appointed by any Judge of the Circuit Court of the United States for the Circuit in which any part of the demised property shall be situate, and it is mutually agreed that the written awards made from time to time by such arbitrators, or a majority of them, after due and reasonable notice to, and full hearing of all parties and their witnesses, shall have all the legal effect of an award made under rule of court in such United States Circuit Court, so far as the same is legally possible.

The said arbitrators shall as soon as possible after their selection meet at some place convenient for the parties hereto, and after giving to each party reasonable notice of the time and place of such meeting, and after hearing the parties in regard to the matter in dispute, and taking such other testimony or making such examinations and investigations as justice shall require and said arbitrators may deem necessary, shall hear and decide all questions so submitted to them. They shall make in writing their award upon the question or questions submitted to them, and shall serve



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Lease, Wis. Cent. Co. to North. Pac. R. R. Co.

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a copy thereof upon each party hereto, and the award of said arbitrators, or of a majority of them, shall be final and binding upon said parties so far as is legally possible, and each or either party shall immediately thereupon conform to and in all respects render prompt and full compliance with such award, and shall make such changes in the management and conduct of its business, and make such payments or restitutions as in and by such award are required of it to be made.

But it is expressly agreed that no controversy which shall arise under this indenture of contract and lease shall be allowed to interfere with the operation of this indenture pending such arbitration or arbitrations, and also that until said arbitrators shall make their award upon the question or questions submitted to them, all business and settlements and payments which are to be transacted or made under the terms of this indenture shall continue pending the arbitration to be transacted and made in the manner and form existing prior to the arising of such question or questions, and as if no such controversy had arisen.

ARTICLE TWENTY-NINE. The Chicago and Northern Pacific Railroad Company, as owner of the railroad and other property hereby demised, which lies east of the west line of Section Sixteen in the Town of Cicero, in the County of Cook and State of Illinois, and as lessee of all that part of the Chicago and Wisconsin Railroad which lies between the west line of Section Sixteen aforesaid and the intersection by said railroad of the north line of Section Thirteen, Township Thirty-nine north, Range Twelve, in the County of Cook and State of Illinois; and the Chicago and Wisconsin Railroad Company, as owner of the Chicago and Wisconsin Railroad, extending from the west line of Section Sixteen aforesaid to a junction with the Chicago, Wisconsin and Minnesota Railroad at the northern boundary line of the State of Illinois; and the Chicago, Wisconsin and Minnesota Railroad Company, as owner of the Chicago, Wisconsin and Minnesota Railroad, extending from Schleisingerville to a junction with the Chicago and Wisconsin Railroad on the southern boundary line of the State of Wisconsin,



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Lease, Wis. Cent. Co. to North. Pac. R. R. Co.

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and as lessee of the Chicago and Wisconsin Railroad, extending thence to the west line of Section Sixteen aforesaid; and the Milwaukee and Lake Winnebago Railroad Company, as owner of the Milwaukee and Lake Winnebago Railroad, extending from Schleis-  
ingerville to a junction with the Wisconsin Central Railroad in Little Lake Butte des Morts, in the County of Winnebago and State of Wisconsin; and the Packwaukee and Montello Railroad Company, as owner of the Packwaukee and Montello Railroad, extending from Packwaukee to Montello, each in the State of Wisconsin; and the Gogebic and Montreal River Railroad Company, as owner of the Gogebic and Montreal River Railroad, extending from a point of junction with the Penoque Railroad, formerly so-called, and now owned by the Wisconsin Central Company, to Bessemer, in the State of Michigan; do hereby severally and respectively, in token of their assent to this indenture of contract and lease, so far as the same relates to their respective properties, join in the execution and delivery hereof, upon the express condition that they shall not, nor shall either of them, be deemed to have waived or surrendered any right in them or either of them respectively vested, to have and receive from their respective lessees full satisfaction of each, every and all covenants and agreements by said lessees respectively assumed in and by their acceptance respectively of said leases made unto them as hereinbefore set forth.

ARTICLE THIRTY. It is expressly declared by and between the parties hereto, that all of the preceding covenants, agreements and stipulations shall be binding upon and enure to the benefit of the Wisconsin Central Company and the Wisconsin Central Railroad Company and the Northern Pacific Railroad Company respectively, and to their respective successors and assigns.

ARTICLE THIRTY-ONE. It is expressly declared and agreed by and between the parties hereto, that the marginal notes to and upon this indenture are for convenience only, and shall not affect the interpretation of the text.\*

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\*All marginal notes on recorded instruments are purposely omitted in this compilation.

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Lease, Wis. Cent. Co. to North. Pac. R. R. Co.

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IN WITNESS WHEREOF, the parties hereto have caused their respective corporate names to be signed hereto by their respective Presidents, thereunto duly authorized, and their respective corporate seals to be hereunto affixed and attested by their respective Secretaries, thereunto duly authorized, this first day of April, A. D. one thousand eight hundred and ninety.

WISCONSIN CENTRAL COMPANY,

By EDWIN H. ABBOT,

*President.*

Wisconsin Central  
[Corporate Seal.]  
Company.

Attest:

GARDNER COLBY,

*Acting Secretary.*

WISCONSIN CENTRAL RAILROAD COMPANY,

By EDWIN H. ABBOT,

*President.*

Wisconsin Central  
[Corporate Seal.]  
Railroad Company.

Attest:

WM. H. STIRLING,

*Acting Secretary.*

NORTHERN PACIFIC RAILROAD COMPANY,

By T. F. OAKES,

*President.*

Northern Pacific  
[Corporate Seal.]  
Railroad Company.

Attest:

GEO. H. EARL,

*Secretary.*

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Lease, Wis. Cent. Co. to North. Pac. R. R. Co.

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CHICAGO AND NORTHERN PACIFIC RAILROAD COMPANY,

By D. S. WEGG,

*President.*

Chicago and  
Northern Pacific  
[Corporate Seal.]  
Railroad Company.

Attest:

GARDNER COLBY,

*Assistant Secretary.*

CHICAGO AND WISCONSIN RAILROAD COMPANY,

By EDWIN H. ABBOT,

*President.*

Chicago and  
Wisconsin  
[Corporate Seal.]  
Railroad Company.

Attest:

HOWARD MORRIS,

*Secretary.*

CHICAGO, WISCONSIN AND MINNESOTA RAILROAD COMPANY,

By EDWIN H. ABBOT,

*President.*

Chicago, Wisconsin  
and Minnesota  
[Corporate Seal.]  
Railroad Company.

Attest:

HOWARD MORRIS,

*Secretary.*

MILWAUKEE AND LAKE WINNEBAGO RAILROAD COMPANY,

By EDWIN H. ABBOT,

*President.*

Milwaukee and  
Lake Winnebago  
[Corporate Seal.]  
Railroad Company.

Attest:

HOWARD MORRIS,

*Secretary.*



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Lease, Wis. Cent. Co. to North. Pac. R. R. Co.

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PACKWAUKEE AND MONTELLO RAILROAD COMPANY,

By EDWIN H. ABBOT,  
*President.*

Packwaukee and Montello [Corporate Seal.] Railroad Company.
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Attest:

HOWARD MORRIS,  
*Secretary.*

GOGEBIC AND MONTREAL RIVER RAILROAD COMPANY,

By EDWIN H. ABBOT,  
*President.*

Gogebic and Montreal River [Corporate Seal.] Railroad Company.
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Attest:

HOWARD MORRIS,  
*Secretary.*Sealed and delivered in }  
presence of }CHARLES W. WETMORE,  
L. R. KIDDER,As to the Wisconsin Central Com-  
pany, the Wisconsin Central Rail-  
road Company and the Northern  
Pacific Railroad Company; andJAMES B. WILLIAMS,  
GEORGE S. BAXTER,As to the other Companies, execut-  
ing the foregoing instrument.

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Lease, Wis. Cent. Co. to North. Pac. R. R. Co.

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STATE OF NEW YORK, }  
CITY AND COUNTY OF NEW YORK. } ss.

I, L. R. KIDDER, a Notary Public in and for the City and County of New York, in the State of New York, do hereby certify that EDWIN H. ABBOT and GARDNER COLBY, personally known to me to be the President and Acting Secretary respectively, of the Wisconsin Central Company, appeared before me this day in person and acknowledged that they executed the foregoing instrument for and on behalf of the said Wisconsin Central Company as the free and voluntary act of said Company, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 16th day of May, A. D. 1890.

L. R. Kidder, [Notary Public.] New York County.
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L. R. KIDDER,  
*Notary Public, New York County and State.*

STATE OF NEW YORK, }  
CITY AND COUNTY OF NEW YORK. } ss.

I, L. R. KIDDER, a Notary Public, in and for the City and County of New York, in the State of New York, do hereby certify that EDWIN H. ABBOT and WILLIAM H. STERLING, personally known to me to be the President and Acting Secretary, respectively, of the Wisconsin Central Railroad Company, appeared before me this day in person and acknowledged that they executed the foregoing instrument for and on behalf of the said Wisconsin Central Railroad Company, as the free and voluntary act of said Company, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 16th day of May, A. D. 1890.

L. R. Kidder, [Notary Public.] New York County.
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L. R. KIDDER,  
*Notary Public, New York County and State.*

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Lease, Wis. Cent. Co. to North. Pac. R. R. Co.

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STATE OF NEW YORK,,  
CITY AND COUNTY OF NEW YORK. } ss.

I, L. R. KIDDER, a Notary Public, in and for the City and County of New York, in the State of New York, do hereby certify that THOMAS F. OAKES and GEORGE H. EARL, personally known to me to be the President and Assistant Secretary, respectively, of the Northern Pacific Railroad Company, appeared before me this day in person and acknowledged that they executed the foregoing instrument for and on behalf of the said Northern Pacific Railroad Company, as the free and voluntary act of said Company, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 16th day of May, A. D. 1890.

L. R. Kidder, [Notary Public.] New York County.
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L. R. KIDDER,  
*Notary Public, New York County and State.*

Recorded in the office of the Secretary of State of Wisconsin,  
May 29th, 1890.

Recorded in the office of the Secretary of State of Minnesota,  
May 31st, 1890.



## AGREEMENT

BETWEEN THE GRANT LAND ASSOCIATION AND THE CHICAGO AND  
SOUTHWESTERN RAILROAD COMPANY.

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ARTICLES OF AGREEMENT, made and entered into this Twentieth day of March, A. D. 1891, by and between E. T. JEFFERY and D. B. LYMAN, trustees of the Grant Land Association, party of the first part, and the Chicago and Southwestern Railroad Company, a corporation organized and existing under the laws of the State of Illinois, party of the second part, witnesseth:

That in consideration of the mutual covenants and agreements hereinafter set forth, it is hereby agreed by and between the parties hereto as follows:

SECTION 1. The party of the first part hereby grants to the party of the second part the right to construct, and during life of said railway, maintain and operate a railroad with one or two tracks, from east to west, over, along and upon that part of Section Twenty-one (21), Township Thirty-nine (39), North Range Fourteen (14), East of the Third Principal Meridian, shown and colored red on the plat hereto annexed, and made a part of this contract.

SEC. 2. At any time hereafter, upon the written request of said party of the first part, said party of the second part shall permit any railroad company that may construct a line on West Fifty-fourth street in said section twenty-one, to cross with not to exceed two tracks, the track or tracks of the party of the second part; said crossing to be made and maintained at the joint expense of the said railroad companies, and said party of the second part shall have the right to cross with its tracks the tracks of any railroad that may be constructed prior to the construction of the railroad of the party of the second part in said section under an easement from said party of the first part, such crossings to be made and maintained at the joint expense of the railroad companies in-

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Agreement, Grant Land Assn. and Ch. & S. W. R. R. Co.

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terested therein. Said party of the first part reserves the right for the railroad hereafter to be constructed on Fifty-fourth street to connect its tracks with the tracks of the party of the second part, at some convenient point in said section twenty-one, and also the right to permit the Grant Locomotive Works to connect its tracks with said tracks of the party of the second part, and with said railroad on 54th street; and the party of the second part expressly agrees to conform to and be governed by said reservations and join in making said connections by putting in and maintaining frogs and switches in the main tracks of said second party.

SEC. 3. The party of the second part agrees that it will not permit its track or tracks in said Section Twenty-one to be used for the storage of cars.

SEC. 4. The party of the second part shall construct at least one of its tracks through said Section Twenty-one on or before the first day of July, A. D., 1891.

SEC. 5. Said party of the second part shall construct and operate its road in accordance with the terms and provisions now in force of an ordinance entitled "An Ordinance relating to the Chicago and Southwestern Railroad Company", passed August 2nd, A. D., 1890, and the amendment thereto passed December 6th, 1890. Certified copies attached hereto and forming a part hereof.

SEC. 6. The party of the first part hereby grant to the party of the second part the right to construct and, during life of said railway, maintain depots upon the property shown on the plat hereto annexed and marked "Depot Grounds" and said party of the second part agrees that it will on or before the first day of August, A. D., 1891, erect a passenger station on the grounds located at or near Robinson Avenue, as shown on said plat and will on or before the first day of May, A. D., 1893, erect a passenger station on the grounds at or near Central Avenue; said stations to cost not less than fifteen hundred dollars (\$1,500) each.

SEC. 7. Said party of the first part, for themselves, their successors and assigns, hereby release the said party of the second part, its successors and assigns, from all damages occasioned by the

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Agreement, Grant Land Assn. and Ch. & S. W. R. R. Co.

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construction and operations of the railroad of said party of the second part.

SEC. 8. The said party of the first part reserves the right to cross the said tracks with sewers, water pipes and other subterranean conduits for electric cables and other purposes, and reserves the right to extend and open streets across said tracks, and the said party of the second part agrees to make and maintain good and sufficient street crossings and sidewalks across its tracks as may from time to time be required by the party of the first part, their successors and assigns.

The easement hereby granted is made upon the express agreement and understanding by the party of the second part, its successors and assigns, that it will construct, operate and maintain the said railroad and perform all of the conditions and provisions herein contained on its part to be performed as herein provided, and that any failure on its part so to do shall forfeit all of its rights under this contract.

IN WITNESS WHEREOF, the party of the first part have hereunto set their hands and seals, and the said party of the second part has caused these presents to be executed by its President and the corporate seal to be hereunto attached and attested by its Secretary the day and year first above written.

E. T. JEFFERY, [SEAL.]

DAVID B. LYMAN, [SEAL.]

*Trustees Grant Land Association.*

CHICAGO AND SOUTHWESTERN RAILROAD COMPANY,

ALEX. H. PETERS,

[SEAL.]

*President.*

Attest:

WILLIAM E. DUNCOMBE,

*Secretary.*

Recorded in the office of the Recorder of Cook County, Illinois, August 31st, 1891. \* \* For ordinances attached to and recorded with this agreement see Part II, pages 99 and 106.







Part IV.

MORTGAGES.





# MORTGAGES.

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## MORTGAGE.

CHICAGO AND GREAT WESTERN RAILROAD COMPANY.

[March 1st, 1873.]\*

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THIS INDENTURE, made and entered into this first day of March, in the year of our Lord One Thousand Eight Hundred and Seventy-three (A. D. 1873), by and between “The Chicago and Great Western Rail Road Company,” a body corporate and politic, existing under and by virtue of the laws of the State of Illinois, party of the first part, and “The Farmers Loan and Trust Company,” a corporation organized under the laws of the State of New York, and having its office and place of business in the city of New York, party of the second part.

WITNESSETH, *Whereas*, at a meeting of the board of directors of said “The Chicago and Great Western Rail Road Company,” held at Chicago in the State of Illinois, on the first day of March in the year of our Lord One Thousand Eight Hundred and Seventy-three (A. D. 1873), the said board by resolution duly passed and entered upon the record of its proceedings determined to issue the bonds of said Company to the aggregate amount of eight millions of dollars, the same to be used or sold, and the proceeds thereof to aid in the construction and equipment of the Railroad of said Company, upon the route selected and to be selected therefor, and within the limits prescribed by its charter. Said Bonds to be numbered consecutively from One to Ten Thousand Three Hundred, those numbered from One to Six Thousand Five Hundred,

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\* No resolution of the stockholders, authorizing or approving this mortgage, was filed in accordance with the provisions of the statute. In relation to the invalidity of the bonds issued under this mortgage, see *Chicago and Great Western Railroad Land Company et al. v. Walter L. Peck et al.*, 112 Ill., 408. *The City of Chicago et al. v. Dwight F. Cameron et al.*, 120 Ill., 447, and *Joshua C. Sanders v. Walter L. Peck et al.*, 131 Ill., 407.

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Chicago & Great Western R. R. Co., 1873.

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both inclusive, to be for the sum of One Thousand Dollars each, those numbered from Six Thousand Five Hundred and one to Nine Thousand Three Hundred, both inclusive, to be for the sum of Five Hundred Dollars each, and those numbered from Nine Thousand and Three Hundred and one to Ten Thousand Three Hundred, both inclusive, to be for the sum of One Hundred Dollars each, all of said Bonds to bear date on the first day of March in the year of our Lord One Thousand Eight Hundred and Seventy-three, and to become due and payable on the first day of March in the year of our Lord One Thousand Nine Hundred and Three, with interest payable semi-annually, at the rate of Seven per centum per annum, according to the tenor of certain interest notes or coupons to be thereto attached, both principal and interest to be payable in gold coin of the United States of America, either in the city of New York or in the city of London, England, at the option of the holders of the said Bonds, and agreed upon and adopted the following as the form of the said Bonds of the denomination of One Thousand Dollars (the other Bonds mentioned above to be of like tenor and date and of the denomination of Five Hundred Dollars and One Hundred Dollars in the proportions hereinbefore provided) that is to say:

### THE UNITED STATES OF AMERICA.

#### STATE OF ILLINOIS.

“THE CHICAGO AND GREAT WESTERN RAILROAD COMPANY.” FIRST  
MORTGAGE, SEVEN PER CENT. GOLD SINKING FUND BOND.

Number.

\$1,000.

Know all men by these presents that “The Chicago and Great Western Railroad Company” is indebted to “The Farmers Loan and Trust Company” of the city of New York, trustee, or the bearer hereof, in the sum of One Thousand Dollars in Gold coin of the United States of America, which sum of One Thousand Dollars the said “The Chicago and Great Western Railroad Company” promises to pay to said Trustee or to the bearer hereof in Gold coin of the United States of America on the first day of March, in the year of our Lord, One Thousand Nine Hundred and Three (1903) at its agency either in the city of New York, United States of America, or



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Chicago & Great Western R. R. Co., 1873.

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in the city of London, England, at the option of the holder hereof, with interest thereon, at the rate of Seven per cent. per annum. Also payable in like coin, free of United States Government tax at either of the said agencies semi-annually on the first day of March, and September of each year on the surrender of the annexed coupons as they severally become due for such interest.

This Bond is one of a series of Bonds issued and to be issued to an aggregate amount not exceeding Eight Millions of Dollars in Six Thousand Five Hundred Bonds of One Thousand Dollars each, numbered from One to Six Thousand Five Hundred, inclusive, Two Thousand Eight Hundred Bonds of Five Hundred Dollars each, numbered from Six Thousand Five hundred and One to Nine Thousand Three Hundred, inclusive, and One Thousand Bonds of One Hundred Dollars each, numbered from Nine Thousand Three Hundred and One to Ten Thousand Three Hundred, inclusive, and is secured by a first Mortgage Deed of Trust, dated the first day of March, Eighteen Hundred and Seventy-three, duly executed and delivered by "The Chicago and Great Western Railroad Company" to said "Farmers Loan and Trust Company," Trustee, and conveying to it and its successors in the trust, the Railroad of the said Company, its land, rolling stock, tolls, revenues and present and future property and effects, franchises and appurtenances, and in which mortgage provision is made for a sinking fund to pay said Bonds and the interest thereon as they become due.

This Bond is also entitled to the benefits and security of a special sinking fund derived from sales of property at Riverside, Illinois, in the manner provided by a certain Mortgage Deed of Trust, dated the first day of March, Eighteen Hundred and Seventy-three, duly executed and delivered by "The Chicago and Great Western Railroad *Land* Company" to John M. Jewett, of the city of Chicago, State of Illinois, Trustee.

This Bond and all the rights and benefits arising therefrom shall pass by delivery and may be registered in the Company's books at its agency in the city of New York, or in the city of London, such registry being noted on the Bond by the company's transfer officer or agent. After such registry no transfer shall be valid unless made in the Company's books by the person then registered as the owner thereof, or his or her legal representative, which transfer shall also be noted on the Bond; such registry will not restrain or change the negotiability of the coupons by mere delivery, but the holder of this Bond desiring the same to be registered may detach and surrender the coupons to be canceled and have such cancellation noted on the Bond in which case the interest will be payable only to the person registered as the owner of this Bond at the time such inter-

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Chicago & Great Western R. R. Co., 1873.

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est becomes due after registration as herein provided, and before the coupons shall be detached, the person in whose name this Bond is registered, may transfer the same on the Company's books to the bearer, and thereafter it shall pass by delivery but shall continue subject to successive registrations and transfers to bearer as aforesaid at the option of each holder.

This Bond shall not become obligatory upon said Company until the certificate endorsed hereon is signed by the Trustee.

In Testimony Whereof, "The Chicago and Great Western Railroad Company" has caused its corporate seal to be hereto affixed at its office in the city of Chicago, in the State of Illinois, and the same to be attested by the signatures of its President and Secretary and has also caused the coupons hereto attached to be signed by its secretary on this first day of March in the year of our Lord, One Thousand Eight Hundred and Seventy-three.

[SEAL.]

*President.*

*Secretary.*

#### FORM OF COUPON.

The Chicago and Great Western Railroad Company will pay to the bearer at its agency, either in the city of New York, United States, or in the city of London, England, on the —— day of —— A. D. ——

Thirty-Five Dollars

in United States Gold coin, being Six months interest on Bond No.——

\$35.00.

Coupon No.——

*Secretary.*

#### TRUSTEE'S CERTIFICATE.

"The Farmers Loan and Trust Company" of the city of New York hereby certifies that the within Bond is one of the series of Bonds secured by the Mortgage Deed of Trust executed by "The Chicago and Great Western Railroad Company" mentioned therein and delivered to it as Trustee, which has been duly recorded in the proper counties in the State of Illinois.

THE FARMERS LOAN AND TRUST COMPANY,

*Trustee.*

By

*President.*



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Chicago & Great Western R. R. Co., 1873.

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And Whereas, it was further determined by the board of directors of said “The Chicago and Great Western Railroad Company” at their meeting aforesaid that the said Bonds so to be issued as aforesaid should be secured by a first Mortgage Deed of Trust to “The Farmer’s Loan and Trust Company,” of New York, upon all the rights, privileges, franchises, property and effects of said Company now held and owned or hereafter to be acquired by it, and upon the tolls, income, rents, issues and profits of said Company, with powers and conditions usual in such case, to be inserted in said Deed and further determined as aforesaid, that a sinking fund for the redemption of said Bonds should be created by setting aside for that purpose on the first day of March, in the year of our Lord One Thousand, Eight Hundred and Seventy-Eight, and annually thereafter, five per centum of the gross earnings of the Railroad of said Company and authorized the President and Secretary of said Company to execute said Bonds and Deed of Trust on behalf of said Company, and to attach thereto its corporate seal.

Now, Therefore, this Indenture Witnesseth, that for the purpose of securing the payment of said Bonds and interest thereon aforesaid and for the further consideration of One Dollar in hand paid by the said party of the second part to the said party of the first part, the receipt of which is hereby acknowledged, the said “The Chicago and Great Western Railroad Company” party of the first part, hath granted, bargained and sold, and doth by these presents grant, bargain, sell and convey unto the said party of the second part, all the property, right, privileges and franchises which the said “The Chicago and Great Western Railroad Company” now owns, or which it may hereafter acquire, that is to say, The Railroad of said Company as the same shall be constructed from the city of Chicago, in the County of Cook, and State of Illinois, to points on the Mississippi River within the Counties of Rock Island and Hancock in said State, including the right of way and lands occupied thereby and also the superstructure and tracks placed thereon, and all rails, ties and other material upon the same, and all culverts, viaducts, bridges, stations and station grounds,



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Chicago & Great Western R. R. Co., 1873.

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machine shops and the grounds upon which the same may be located, and the machinery and appurtenances thereof. Also all locomotives, tenders, cars and other Rolling Stock or equipment of said Railroad and all machinery, tools, implements, fuel and materials for constructing, operating, repairing or replacing said Railroad or any part thereof, or any of its equipment or appurtenances whether now held or at any time hereafter acquired, all of which things are hereby declared to be fixtures and appurtenances of said Railroad and to be included in and pass by these presents. Also all franchises, connected with or relating to said Railroad or the construction, maintenance, or use thereof, now held or hereafter to be acquired by said party of the first part, and all corporate or other franchises, rights, powers and privileges which are now or may hereafter be held or exercised by the said party of the first part and all property, personal or mixed, used on the line of said Railroad in constructing, repairing, or operating the same together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversions, remainders, tolls, incomes, rents, issues and profits of the said Railroad and its appurtenances, and all the estate, right, title, interest, property, possession, claim and demand, as well in law as in equity, of the said party of the first part of, in and to the same and every part thereof with the appurtenances.

To have and to hold the said premises and every part thereof unto the said party of the second part and to its successor and successors and assigns forever. In trust, however, for the use and benefit of the holders of said Bonds and upon the following conditions, covenants and agreements and for the purposes herein expressed, that is to say:

*First.* Until default shall be made in the payment of the interest upon said bonds or of some part thereof or until default shall be made in some act or thing herein required to be done by the said "The Chicago and Great Western Railroad Company" the said Railroad Company, party of the first part, shall be permitted and suffered to possess, operate, maintain and enjoy said Railroad

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Chicago & Great Western R. R. Co., 1873.

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with its equipment and appurtenances and to take and use the tolls, income, rents, issues and profits thereof during the time the bonds secured by this Mortgage Deed of Trust shall run before maturity.

*Second.* In case any default shall be made in the payment of any interest on any of said Bonds issued, or to be issued, according to the tenor thereof, or in case default shall be made in any of the requirements herein to be done or kept by the said Railroad Company, party of the first part, and such default shall continue for the period of Three months, it shall then be lawful for the said Trustee, and on request of ten or more of the holders of said Bonds, representing in amount One Million Dollars thereof, it shall be its duty itself, or by its attorneys or agents, with or without process of law, (full power and authority being hereby given for that purpose) to enter into and upon all and singular the premises hereby conveyed or intended so to be, and each and every part thereof, and to have, hold and use the same for the benefits of the holders of said Bonds, issued under these presents to pay the interest thereon, operating by itself or by its superintendent, managers, receivers, or servants or their attorneys or agents the said Railroad, and conducting the business thereof, and making from time to time all repairs and replacements and alterations, additions and improvements thereto, as may seem to them to be judicious and proper for the best interest of all parties concerned, and to collect and receive all tolls, freights, incomes, rents, issues and profits of the same and every part thereof; and from the proceeds of such receipts, after paying all the expenses and charges of operating the said Railroad, and conducting its business, and all of the said repairs and replacements, alterations and improvements, and all taxes and assessments, said trustee shall pay the interest due and unpaid on said Bonds, in the order in which such interest became due and payable, ratably to the persons entitled thereto; and after paying all interest on said Bonds, of which default was made by said Railroad Company, and all interest which shall fall due on said Bonds thereafter, so that no interest shall remain unpaid, and no default shall exist in anything herein required to be done



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Chicago & Great Western R. R. Co., 1873.

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or kept by said Railroad Company, said party of the first part, then the Trustee shall restore the possession of the property, Railroad, franchises and appurtenances to the said Railroad Company, and its successors, as often thereafter as said Company shall so make default in the payment of interest or in anything to be done or kept by said Company, on such further request of said Bondholders in number and amount as herein stated, said Trustee shall take possession of all the property and effects hereby mortgaged or intended so to be, and operate said Railroad and property as hereinbefore stated and pay the interest in default of payment as provided.

And it is further stipulated and provided for the purpose of giving an additional and further security and guarantee to insure prompt payment of the interest of said Bonds, as it shall mature and become due and payable according to the tenor of said bonds, as follows, viz.:

That in case default shall be made at any time in the payment of any interest on any of said Bonds issued as aforesaid, and secured by these presents, then the holders of said Bonds, or any ten or more of them, acting for themselves and others representing in the aggregate One Million of Dollars of said Bonds, shall have the right at any time after Six months have elapsed after such default shall have been made in the payment of interest, and such default then existing, to elect and declare the principal of all of said Bonds due and payable, and that then and in such case the principal of said Bonds shall then be deemed due and payable to all intents and purposes, the same as though said Bonds were all due and payable by the terms thereof, anything contained in said Bonds or herein to the contrary notwithstanding, and that in such case, or in case default shall be made in the payment of the principal of said Bonds issued, or to be issued, under these presents, when the same shall become due and payable according to the terms thereof, at the request of said Bondholders to the said number and amount, the said Trustee shall immediately elect and declare the principal of all of said Bonds to be then due and payable, and shall foreclose this



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Mortgage Deed of Trust for the principal of all said Bonds issued as aforesaid and secured by these presents, and the interest unpaid thereon, and enforce payment thereof as speedily as possible instead of operating said Railroad and conducting the business thereof as herein provided for in case of default being made in the payment of interest, and such default continued for a period of three months.

And the said “The Chicago and Great Western Railroad Company,” party of the first part, in such case doth hereby irrevocably authorize and empower the said Trustee on such request to make sale of all and singular the property hereby conveyed or intended to be conveyed, or so much as may be necessary to pay off the said Bonds issued under these presents, and the accrued interest thereon then unpaid. Such sale shall be at public auction at the north door of the Court House in the city of Chicago, Illinois, or at such other place as the said Trustee may select, to the highest bidder or bidders, first giving notice by publication in one or more leading newspapers of general circulation in each of the cities of Chicago and New York, for ninety consecutive days before the day of sale, setting forth the time and place and terms of such sale and the property to be sold, and on such sale said Trustee may convey to the purchaser or purchasers, by good and sufficient conveyance, all the property so sold, which sale and conveyance shall be without redemption and without any right or claim of the party of the first part to the benefit of any valuation or appraisement laws, and such sale and conveyance shall be a perpetual bar to all claims or right of said party of the first part, of and to said property and every part thereof, both in law and equity, and to all parties claiming from or under the said party of the first part forever, and such sale and conveyance shall vest in the purchaser or purchasers, his or their heirs and assigns, full and absolute title to all the property so sold forever. The said party of the first part, to that end hereby waiving all right and equity of redemption, then existing under the laws of the State of Illinois and also hereby waiving all rights whatsoever under appraisal and valuation laws then existing in said State.

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It is further provided and by and on the part of the said party of the first part it is agreed, that in case said Trustee shall deem it advisable for the interest of the Bondholders to resort to judicial proceedings to foreclose this mortgage, rather than to advertise and sell as herein provided, then and in that case said Trustee may proceed in any court, State or Federal, having jurisdiction in the State of Illinois, to foreclose the same and the equity of redemption of the party of the first part in said property and enforce a sale thereof by judicial process to pay and satisfy the whole amount of said Bonds with accrued interest thereon, in the same manner as though said Bonds were all due and payable by the terms thereof, which sale shall be absolute and without redemption and shall be a perpetual bar to all right or claim whatever of said party of the first part of, in and to said property, and to every part thereof.

The said party of the first part doth hereby waive all right and equity of redemption existing under the laws of the State of Illinois, and also all right whatever under appraisal or valuation laws then existing in said State, to the end, that full, absolute and perfect title may be made to the purchaser or purchasers at such sale in and to said property so sold, under judicial proceedings as provided for herein.

*Third.* The said “The Chicago and Great Western Railroad Company” shall from time to time and at all times hereafter and as often as requested by said trustee, execute, acknowledge and deliver all such deeds, conveyances and assurances in the law for the better assuring unto the said Trustee upon the Trusts herein expressed the said Railroad, the equipments and appurtenances hereinbefore mentioned and all other property and effects whatsoever, which may at any time hereafter be acquired for use in connection with the said Railroad, or any part thereof, and all franchises now held or hereafter acquired by said Railroad Company, as by the Trustee, or by its counsel shall be reasonable, advised, devised or required.

In case of any sale of the property under the trust, as herein provided and all the outstanding Bonds, issued under the provisions



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hereof shall not be represented at such sale, then said Trustee shall represent such of the Bondholders as are not otherwise represented so that no preference or advantage can be gained by one or more of the Bondholders over other holders of said Bonds on such sale of the property under these presents. And at any such sale under these presents, the said Trustee, party of the second part may at the request of a majority in value of the said Bondholders, bid in or purchase the said property for the benefit of said Bondholders, in proportion to their respective interests.

*Fourth.* The Board of Directors of "The Chicago and Great Western Railroad Company" may from time to time, by resolution, require said Trustee, by way of release or otherwise, to discharge from the operation of these presents any lands acquired or held for the purpose of stations, depots, shops or other buildings or premises connected therewith, or which may be held for the supply of fuel, gravel, or other materials, or any lands which may have become disused by reason of a deviation in the said line, or of a change of the location of any station-house, depot, shops or other building or premises, or any lands which the said Board of Directors may deem it expedient to disuse or abandon, by reason of such deviation or change, and which lands respectively shall by resolution of said Board be declared to be unnecessary for the purpose and business of said company, and in every such case the said Trustee, when so required, shall execute such releases and discharges, accordingly; and it is hereby declared, that any lands which may be acquired in substitution for lands so released or discharged, as well as any lands subsequently acquired by said company for the use or convenience of its Railroad, or in connection therewith, shall be deemed to come within the operation of these presents, and to be included therein, and shall be conveyed to and held by said Trustee upon the trusts of these presents; and it is further declared, that said Company may from time to time sell or dispose of any part of the equipment, rolling-stock, machinery, implements or materials at any time held or acquired for the use or purposes of said Railroad, as may by resolution of the Board of Directors be declared to be no longer useful



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or necessary for the said company's business, and any new or subsequently acquired equipments, rolling-stock, machinery, implements or materials, shall come within and be subject to these presents.

*Fifth.* If the said "The Chicago and Great Western Railroad Company" shall well and truly pay the Bonds issued under these presents required to be paid by said company, and all interest thereon, according to the tenor and effect of said Bonds, and shall well and truly keep and perform all things herein required to be kept or performed by the said company according to the true intent and meaning of these presents then in that case, the estate, right, title and interest of the said party of the second part and of its successors in the trust hereby created, and all the equity of Bondholders in said property, shall cease and determine and become void without any release by said Trustee, but it shall be the duty of said Trustee to re-convey the property to the party of the first part by Deed of release, otherwise these presents shall be and remain in full force and virtue.

*Sixth.* It is mutually agreed by and between the parties hereto that the word "Trustee" as used in these presents shall be construed to mean the Trustee for the time being.

And it is mutually agreed by and between the parties hereto, as a condition on which the party of the second part has assented to these presents, that the said Trustee and its successors in said trust shall only be accountable for reasonable diligence in the management thereof, and shall not be responsible for the acts of any agent employed by them when such agent shall have been employed with reasonable discretion, and the said Trustee and its successors shall be entitled to just compensation for all services which they may hereafter render in said trust to be paid by the said Railroad Company, and that the said Trustee or any successor may resign and discharge itself of and from the trust created by these presents, by notice in writing to "The Chicago and Great Western Railroad Company," ninety days before such resignation shall take effect,

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or such shorter notice as they may accept as adequate notice, and that the said Trustee, and its successor or successors, may be removed by the vote of the majority in interest of the holders of the aforesaid Bonds then outstanding, the said vote being had at a meeting called by the holders of at least Five Hundred Thousand Dollars of said Bonds by advertisement published for thirty days in a daily newspaper of large circulation in each of the cities of Chicago and New York, respectively, and at said meeting said Bondholders may vote in person or by proxy, and their said vote shall be attested by an instrument under the hands and seals of the persons so voting. And in case a vacancy shall occur in said Trusteeship, by resignation or otherwise, the same may be filled by said Bondholders at any time within ninety days after the same shall occur at a meeting called by the said number of Bondholders and in the same manner as provided above for the removal of a Trustee, and the proceedings at such meeting, and the attestation thereof, shall be the same as above provided in case of a meeting for the removal of Trustee, and in case said vacancy is not so filled within said ninety days, then the Board of Directors of said Railroad Company may apply to any court, State or Federal, having chancery jurisdiction in the State of Illinois, for the appointment of a new Trustee, and said Trustee, so appointed, shall have all the right and title, and be clothed with all the power, and subject to all the duties herein mentioned, in the same manner and to the same extent as if named in this mortgage as such Trustee.

*Seventh.* It is further provided and agreed on the part of the party of the first part, that in case the said Trustee shall neglect or refuse to perform any duty under this Trust as to taking possession of the property and making sale thereof, as herein provided, or to foreclose this Mortgage Deed of Trust in any court having jurisdiction thereof in said State as herein provided, on demand of ten or more of said Bondholders as herein provided, then in such case of neglect or refusal, said Bondholders or any ten or more of them holding an amount in the aggregate of One Million of Dol-



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lars shall have the right and power irrevocable to institute such proceedings in any court, State or Federal, having jurisdiction of the subject-matter in the State of Illinois in their names for themselves and all other holders of said Bonds issued under and secured by these presents, as may or will protect the holders of said Bonds, and insure a decree of foreclosure and sale of the property, and a closing of said trust to pay and satisfy the interest due and unpaid on said Bonds or the principal thereon to the full protection of the holders of said Bonds in all things under these presents, making said Trustee parties defendant and charging such neglect or refusal.

And it is further agreed that the holders of any of said bonds, after resignation thereof, as provided in said bonds, may from time to time transfer the same on the books of the company, as provided in said bonds.

*Eighth.* The said “The Chicago and Great Western Railroad Company,” party of the first part, hereby covenants and agrees that said Company shall and will pay the principal and interest of said Bonds to the several holders and owners thereof, when and as the same shall become due and payable, according to the tenor and effect thereof, and shall and will assume and pay all taxes that may be assessed upon said Bonds from time to time by the Government of the United States, and also all taxes assessed upon said mortgaged property, or any part thereof, both general and special, in the State through which said Railroad extends, so that said property mortgaged shall be free from all liens or charges for taxes or assessments in said State, of whatever kind or nature. Said Bonds and the coupons attached shall be payable at the option of the holder, at the agency of the company in New York or in London, England.

*Ninth.* The said “The Chicago and Great Western Railroad Company” party of the first part, hereby covenants and agrees to and with the said party of the second part and its successor and successors that said Company shall and will establish a sinking



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Chicago & Great Western R. R. Co., 1873.

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fund for the redemption of said Bonds which shall be used for the redemption and retiring of said Bonds and for no other purpose. That said Company will commence said sinking fund on the first day of March in the year of our Lord One Thousand Eight Hundred and Seventy-eight by paying into the same out of the gross earnings of said Company's Railroad Five per centum of the gross earnings of said Road for the next preceding year, and that on the first day of March in the year One Thousand Eight Hundred and Seventy-nine, and annually thereafter it, will in like manner pay into said sinking fund a like per centage of its gross earnings for the preceding year until all the Bonds aforesaid and interest thereon shall be fully paid and canceled, and that the moneys so set apart and appropriated for the redemption of said Bonds shall be faithfully applied to the purchase of said Bonds at the lowest rates for which the same can be procured, not exceeding however, the par value thereof and interest accrued thereon, and the better to accomplish this purpose the Board of Directors of said Company will, by public advertisement, solicit offers of said Bonds to the amount of the sum set apart and appropriated to said sinking fund during each year. But if said Bonds cannot be purchased at par the Board of Directors will be at liberty to purchase said Bonds at their market value, or to invest the amount thus appropriated in any other way, which in their judgment will be most for the interest of said sinking fund.

The Bonds of said Company purchased with said sinking fund, together with the coupons thereto attached shall immediately on the purchase thereof be canceled.

In Testimony Whereof, the said "The Chicago and Great Western Railroad Company," party of the first part, hath caused these presents to be signed by its president and secretary and its corporate seal to be hereto attached and the said "Farmers Loan and Trust Company," party of the second part has in like manner caused these presents to be signed by its President and Secretary and its corporate seal to be hereto attached to signify its accept-

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Chicago & Great Western R. R. Co., 1873.

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ance of the said Trust, this first day of March in the year of our Lord One Thousand Eight Hundred and Seventy-three.

THE CHICAGO AND GREAT WESTERN RAILROAD COMPANY.  
[CORPORATE SEAL.]

By E. FOLLETT BULL,  
*President.*

W. H. PARK,  
*Secretary.*

THE FARMERS LOAN AND TRUST COMPANY,  
[CORPORATE SEAL.]

By R. G. RALSTON,  
*Pres.*

Attest:

GEO. P. HATCH,  
*Sec.*

STATE OF ILLINOIS,      }  
COOK COUNTY,            }  
TOWN OF SOUTH CHICAGO. } ss.

I, George E. Gardner, a Notary Public in and for said town in the county and state aforesaid, do hereby certify that E. Follett Bull, President of "The Chicago and Great Western Railroad Company," and William H. Park, Secretary thereof, both personally known to me to be the same persons whose names are subscribed to the foregoing instrument of writing, appeared before me this day in person and acknowledged that they as such officers, freely acting for and on behalf and in the name of said Company, did affix the corporate seal of said Company to said instrument of writing and sign the same in attestation thereof, and deliver the same as the free act and deed of said Company for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my hand and notarial seal this first day of March, A. D. 1873.

[NOTARIAL SEAL.]

GEORGE E. GARDNER,  
*Notary Public.*

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Chicago & Great Western R. R. Co., 1873.

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STATE OF NEW YORK,  
CITY AND COUNTY OF NEW YORK. } ss.

I, Edwin F. Corey, Jr., a Notary Public of the State of New York, duly commissioned and sworn, and dwelling in the city of New York, do hereby certify that on the day of the date hereof, before me personally appeared Rosewell G. Ralston, to me known to be the President of the Farmers Loan and Trust Company, who being by me duly sworn, did depose and say, that he resides in the city of New York, that the seal which is affixed to the within instrument is the corporate seal of said company and was thereto affixed by their authority, and that he subscribed his name thereto as President by like authority.

In Witness Whereof, I have hereunto set my hand and affixed my notarial seal this seventh day of March, A. D. 1873.

EDWIN F. COREY, Jun.,  
*Notary Public, County of New York.*

[NOTARIAL SEAL.]

Recorded in Cook County, Illinois, March 11, 1873.

- “ “ Bureau County, Illinois, March 11, 1873.
- “ “ Will County, Illinois, March 12, 1873.
- “ “ Knox County, Illinois, March 12, 1873.
- “ “ Rock Island County, Illinois, March 12, 1873.
- “ “ McDonough County, Illinois, March 12, 1873.
- “ “ DuPage County, Illinois, March 12, 1873.
- “ “ Kendall County, Illinois, March 13, 1873.
- “ “ Warren County, Illinois, March 13, 1873.
- “ “ Stark County, Illinois, March 13, 1873.
- “ “ LaSalle County, Illinois, March 14, 1873.
- “ “ Hancock County, Illinois, March 14, 1873.
- “ “ Henry County, Illinois, March 15, 1873.



RELEASE  
OF  
CHICAGO AND GREAT WESTERN RAILROAD COMPANY MORTGAGE  
OF MARCH 1ST, 1873.

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THIS INDENTURE of release made and executed this 16th day of March, A. D. 1885, by and between the FARMERS LOAN AND TRUST COMPANY, a corporation existing by and under the laws of the State of New York, and having its principal office in the City of New York, in said State, party of the first part, and the CHICAGO AND GREAT WESTERN RAILROAD COMPANY, a corporation existing by and under the laws of the State of Illinois, and having its principal office in the City of La Salle, in the County of La Salle, in said State of Illinois, party of the second part;

Witnesseth that whereas the party of the second part on or about the first day of March, A. D. 1873, by a resolution of its Board of Directors authorized the issue of its first mortgage six per cent. bonds to the amount of eight millions of dollars to be used in the construction and equipment of its line of railroad, and also authorized the execution of a deed of trust upon all its property to the party of the first part herein to secure the payment thereof. And whereas, there was actually executed by the said party of the second part, the amount of one million dollars only of such bonds of one thousand dollars each, and the party of the second part also executed its deed of trust to the party of the first part herein to secure the payment of such bonds, and delivered the said deed of trust to the party of the first part, and the same was thereafter and on or about the eleventh day of March, A. D. 1873, filed for record in the Recorder's Office of Cook County, Illinois, and recorded in Book one hundred and seventy-eight (178), at page five hundred and seven (507) of the Records of said County.

And whereas, in and by a certain decree rendered on the fourth day of March, A. D. 1885, in the Circuit Court of the County of La Salle, in said State of Illinois, in a certain cause therein pend-

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Release, Chicago & Great Western R. R. Co., 1873.

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ing on the Chancery side of said Court in which Dwight F. Cameron and Albert W. Cobb, were complainants, and the Farmers' Loan and Trust Company, party of the first part herein, and others were defendants, it was, among other things, found, adjudged and decreed by said Court that all of the said bonds so issued as aforesaid, were issued without any consideration therefor to the said Chicago and Great Western Railroad Company, and that the same were never used for the benefit of said Railroad Company or in the construction, equipment or operation of its line of road, but were used wholly for the payment of the indebtedness of certain other corporations in said decree set forth, and that said bonds were and are as against said Railroad Company, wholly *ultra vires*, null and void, and of no effect, all of which the persons to whom the same were delivered, and the persons who now hold the same well knew at the time of receiving the same, all such holders and owners of such bonds having acquired the same with full notice of all the matters aforesaid.

And whereas, in and by said decree it was further ordered, adjudged and decreed that the Farmers Loan and Trust Company do forthwith execute and deliver to the said Chicago and Great Western Railroad Company a release and satisfaction in due form, forever releasing and discharging said deed of trust above described as security for said bonds, a duly certified copy of which decree is hereunto annexed and marked exhibit "A," and made a part hereof.

Now therefore, pursuant to and by virtue of the decree of the Circuit Court of La Salle County aforesaid, and for the purpose of fully executing and carrying the same into effect, and in further consideration of the sum of one dollar in hand paid by the party of the second part to the party of the first part, the receipt whereof is hereby acknowledged, the party of the first part hath remised, conveyed, released and quitclaimed and does hereby remise, convey, release and quitclaim unto the party of the second part, its successors and assigns forever all the right, title, interest, claim or demand whatsoever which may have been acquired by the party of

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Release, Chicago & Great Western R. R. Co., 1873.

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the first part, in, through or by said deed of trust, bearing date March first, A. D. 1873, and filed for record in the Recorder's Office of the County of Cook, in the State of Illinois, on the eleventh day of March, A. D. 1873, and recorded in Book one hundred and seventy-eight (178), at page five hundred and seven (507), of the Records of said County, to all and singular the lands, premises, tenements, franchises and property of every nature, real, personal or mixed, therein described, together with all the appurtenances, privileges and hereditaments thereunto belonging or in anywise appertaining.

In Witness Whereof, the party of the first part hath caused this instrument to be signed by its President and attested by its Secretary, and its corporate seal to be annexed hereto at the City of New York, in the State of New York, on the day and year first above written.

THE FARMERS LOAN AND TRUST COMPANY.

R. G. ROLSTON, *President*.

Attest: W. H. LEUPP, *Secretary*.

<p>Farmers Loan and Trust Company, N. York.</p>
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STATE OF NEW YORK, }  
CITY AND COUNTY OF NEW YORK. } ss.

On this sixteenth day of March, in the year one thousand eight hundred and eighty-five, before me personally came Rosewell G. Rolston, the President of the Farmers Loan and Trust Company, to me personally known, who being by me duly sworn, did depose and say that he resides in the City of New York aforesaid; that he was the President of the Farmers Loan and Trust Company, who are described in and who executed the foregoing instrument; that the seal affixed thereto is the corporate seal of the said Company and



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Release, Chicago & Great Western R. R. Co., 1873.

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was so affixed by their authority, and that he signed his name thereto as President by their authority.

John McClure, Notary Public, New York.
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JOHN McCLURE,  
*Notary Public,*  
*N. Y. Co.*

STATE, CITY AND COUNTY }  
OF NEW YORK. } ss.

On this sixteenth day of March, A. D. 1885, before me personally came William H. Leupp, to me personally known, who being by me duly sworn, did depose and say that he was the Secretary of the Farmers Loan and Trust Company in foregoing instrument named; that the seal affixed to said instrument is the corporate seal of said Company and was affixed to said instrument by authority of the said Company.

John McClure, Notary Public, New York.
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JOHN McCLURE,  
*Notary Public,*  
*N. Y. Co.*

STATE OF NEW YORK, }  
CITY AND COUNTY OF NEW YORK. } ss.

I, Patrick Keenan, Clerk of the City and County of New York, and also Clerk of the Supreme Court for the said City and County, the same being a Court of Record, do hereby certify that John McClure, whose name is subscribed to the certificate of the proof or acknowledgment of the annexed instrument, and thereon written was at the time of taking such proof and acknowledgment a Notary Public, in and for the City and County of New York, dwelling in the said City, commissioned and sworn and duly authorized to take the same, and further that I am well acquainted with the handwriting of such Notary, and verily believe that the signature to the said certificate of proof or acknowledgment is genuine.

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Release, Chicago & Great Western R. R. Co., 1873.

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I further certify that said instrument is executed and acknowledged according to the law of the State of New York.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the said Court and County, the 16th day of Mch., 1885.

New York Seal.
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PATRICK KEENAN,  
*Clerk.*

Filed in the office of the Recorder of Cook County, Illinois,  
March 18th, 1885.\*

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\* The certified copy of the decree of the Circuit Court of LaSalle County, referred to as exhibit "A" in this release deed, was not recorded. For opinion of the Supreme Court of the State of Illinois sustaining this decree see *The City of Chicago et al. v. Dwight F. Cameron et al.*, 120 Ill., 447.

## MORTGAGE.

JOHN P. NEAL AND WIFE, AND CHICAGO AND GREAT WESTERN  
RAILROAD COMPANY TO THE CITY OF CHICAGO.

[March 21st, 1888.]\*

THIS INDENTURE, made this twenty-first day of March in the year of our Lord one thousand eight hundred and eighty-eight.

Between John P. Neal and Marguerite L. Neal, his wife, of the County of Cook, and State of Illinois, and the Chicago and Great Western Railroad Company, a Corporation organized and existing under and by virtue of the laws of the State of Illinois, parties of the first part, and the City of Chicago, a Municipal Corporation, party of the second part.

Witnesseth, whereas the said City of Chicago heretofore holding the legal title to Block eighty-eight, (88) and the North half of Block eighty-seven (87) in the School Section Addition to said City of Chicago, in trust for the use of Schools of said City of Chicago, did by deed of even date herewith, and at the request of the Board of Education of said City of Chicago, Convey and Quit Claim unto the said John P. Neal the above described premises for the consideration expressed in the Deed thereof, of the sum of six hundred and fifty thousand dollars (\$650,000), and whereas, the said sum of six hundred and fifty thousand dollars, the purchase money and interest thereon arising and to arise from said sale and conveyance, is a part of the School Fund,

And, whereas, in and by the request of the said Board of Education to the City Council of the said City of Chicago, to sell and convey said above described premises, it was expressly requested that the same should be conveyed upon the following among other conditions, to wit:

“(4.) That the said John P. Neal and said Chicago and Great Western Railroad Company execute and deliver a Mortgage to the City of Chicago in trust for the use of Schools, secured upon the

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\* For opinion of the Supreme Court of the State of Illinois, approving the form of this mortgage see *The People ex rel. John P. Neal v. John A. Roche et al.*, 124 Ill., 9.



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Neal and Chicago & Great Western R. R. Co. to Chicago.

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property conveyed for the sum of \$650,000, payable in fifty (50) years after the first day of May A. D. 1888, with interest, from said date at the rate of five per centum per annum, payable on the first day of November and May in each and every year during said period of fifty years, which Mortgage shall contain covenants and conditions satisfactory to the Board of Education and to the City of Chicago.

(5.) The said Mortgage shall contain a provision that in case of default in the payment of said semi-annual interest or in the payment of any taxes or special assessments, levied or assessed upon said premises or any part thereof, at such time or times as to prevent the forfeiture of said premises or any part thereof, and such default in either case shall continue for the period of thirty (30) days after written notice to said Railroad Company, the rate of interest upon the principal of said Mortgage shall for the remainder of said period of fifty years be eight per centum per annum instead of five per centum per annum."

Whereas, the said John P. Neal is now justly indebted to the said City of Chicago in trust for the use of Schools for the whole of said purchase price, to wit: for the sum of \$650,000, and the payment of which said purchase money with accruing interest thereon, the said Chicago and Great Western Railroad Company hereby expressly assumes and covenants and agrees to pay, and

Whereas, the Board of Directors of the said The Chicago and Great Western Railroad Company has authorized said Railroad Company to join the said Neal in the execution of this Indenture in accordance with the terms of the request of said Board of Education as above set forth for the purpose of better securing the payment of said sum of \$650,000 and the interest thereon at the rate and times when the same shall become due.

Now, therefore, this Indenture Witnesseth, That the said parties of the first part for and in consideration of the premises and of one dollar to them in hand paid by the party of the second part, the receipt of which is hereby acknowledged and to secure the payment of said purchase money and the due performance of the

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Neal and Chicago & Great Western R. R. Co. to Chicago.

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covenants herein contained, have aliened, remised, released, quit-claimed and conveyed, and by these presents do hereby alien, remise, release, quit claim and convey unto the said party of the second part, the City of Chicago, in trust for the use of schools, and to its successors and assigns forever, the following described premises, situated in the City of Chicago in the County of Cook and State of Illinois, to wit:

The North half of Block eighty-seven (87) and all of Block eighty-eight (88) in the School Section Addition, being a Subdivision of Section sixteen (16), Township thirty-nine (39), North Range fourteen (14), East of the Third (3) Principal Meridian.

Together with all and singular the hereditaments and appurtenances, buildings erected or to be erected on said premises, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and also all the estate, right, title, interest, dower, right of dower, property, possession, claim and demand whatsoever, as well in law as in equity, of the said parties of the first part or either of them of, in or to the above described premises, and every part and parcel thereof, with the appurtenances, to have and to hold the same unto the said party of the second part, its successors and assigns, to their own use forever.

Provided always, and these presents are upon this express condition, that if the said parties of the first part, their successor or successors, heirs, executors, administrators or assigns, or any of them do and shall well and truly pay or cause to be paid unto the said City of Chicago in trust for the use of schools, its successors or assigns, the just and full sum of \$650,000, lawful money of the United States of America, on the first day of May, in the year of our Lord one thousand, nine hundred and thirty-eight, with interest thereon at the rate of five per centum per annum in like lawful money of the United States of America, payable semi-annually on the first day of November and May in each and every year, computing the same from and after the first day of May, 1888, or in case of default in the payment of said semi-annual interest, or in the payment of any tax or special assessment levied or assessed



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upon said premises or any part thereof at such time or times as to prevent the forfeiture or sale of said premises or any part thereof, when such default in either such case shall continue for the period of thirty (30) days after written notice to said Chicago and Great Western Railroad Company, its successors or assigns, shall well and truly pay to said City of Chicago in trust for the use of Schools, its successors or assigns, interest on said principal sum of \$650,000 at the rate of eight per centum per annum, payable semi-annually as aforesaid, computing the same from and after the expiration of such period of thirty days from and after the giving of the notice aforesaid, said principal and interest being in every instance payable at the Office of the City Treasurer of the City of Chicago for the time being, and not otherwise, to the credit of the School Fund upon the joint receipt of the City Treasurer of said City for the time being and the Board of Education, then these presents and everything in the same shall be absolutely null and void.

And the parties of the first part do for themselves, their successors, heirs, executors, administrators and assigns, covenant, promise and agree to and with the said party of the second part in trust for the use of schools as aforesaid, their respective successors and assigns, jointly and severally as follows, to wit:

*First.* That the said parties of the first part, their successors, heirs, executors, administrators or assigns, or some or one of them, shall and will well and truly pay or cause to be paid at the place and in the manner aforesaid on the first day of May, 1938, the said sum of \$650,000 with interest thereon at the rate of five per centum per annum, payable semi-annually on the first day of November and of May in each and every year from and after the first day of May, 1888, during and until the first day of May, 1938, or in case default shall be made in the payment of such interest when the same shall become due, or in the payment of any taxes or assessments levied and assessed on the said premises above described at such time or times as to prevent the forfeiture or sale of said premises or any part thereof, and such default in either case shall continue for the period of thirty (30) days from and after notice in



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writing shall have been given by the Board of Education of said City to said Railroad Company, its successors or assigns, of such default, then with interest on said principal sum of \$650,000 for the whole period from and after the expiration of such period of thirty days after such notice during and until said May first, 1938, at the rate of eight per centum per annum payable semi-annually as aforesaid and thereafter shall pay interest at the said rate of eight per centum per annum, payable semi-annually upon any part or portion of the said principal sum remaining unpaid until the full payment with the interest.

*Second.* That the said parties of the first part, their heirs, executors, administrators, successors and assigns, shall and will pay or cause to be paid all taxes and assessments levied and assessed against the above described premises at such time or times as to prevent the forfeiture or sale of said premises or any part thereof for default in the payment of such taxes or assessments or in case of neglect or refusal to pay the said taxes or assessments as aforesaid then it shall be lawful for the said Board of Education to pay all such taxes and assessments, and any sum or sums so paid shall be an additional indebtedness secured by this mortgage which the parties of the first part hereby agree to pay at the time and place of the next accruing payment of interest, with interest thereon at the rate of eight per centum per annum.

But nothing in this second covenant contained or expressed shall affect in any manner any of the rights, remedies, options, forfeitures or other recourse secured to the said party of the second part or to the said Board of Education by any of the other clauses or covenants in this Instrument contained.

*Third.* That the said parties of the first part shall and will in everything well, faithfully and truly observe, perform, fulfill and keep all and singular the provisions, agreements and stipulations in this Indenture contained and by them or either of them to be done, observed, performed, fulfilled and kept according to the true intent and meaning of this Indenture.

*Fourth.* That the said parties of the first part at the time of the

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sealing and delivery hereof have not, nor has either of them made, done, committed or suffered any act or acts, thing or things whatsoever, whereby or by means whereof the above mentioned and described premises or any part or parcel thereof are now or at any time hereafter shall or may be impeached, charged or incumbered in any manner or way whatsoever.

*Fifth.* That the said parties of the first part and each of them, have and has full power and lawful and absolute authority to make and execute this Indenture.

*Sixth.* That from and after the time when default shall be made in any of the provisions, agreements or stipulations agreed to be done or performed by the parties of the first part, their heirs, executors, administrators, successors, or assigns, or some or one of them, according to the true intent and meaning hereof, then and in that case if this Indenture at the time shall not have been assigned by the party of the second part as hereinafter provided, it shall be lawful for the party of the second part at the request of the said Board of Education to immediately foreclose this mortgage in the manner then provided by the laws of the State of Illinois and to enter upon and take immediate possession of the above described premises, with or without force.

And thereafter the said Board of Education shall collect all revenue, rents, issues or profits arising therefrom for the use of Schools.

Provided, however, if any default shall occur before the assignment of this Indenture, the option or options aforesaid shall be exercised and the notice or notices above provided for shall be given only by virtue of a resolution of the Board of Education of the City of Chicago or its successor or successors, and in no other manner except as hereinafter provided, nor shall any Officer, Agent, or Attorney of said City of Chicago or of said Board of Education have any power or authority to express, waive or declare any of the options aforesaid, or to give any of the notices aforesaid, without the passage or adoption of such resolution or resolutions.



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Provided, however, that in case the said Board of Education shall neglect or refuse to exercise the option or options, or to give the notice or notices herein provided for, for the period of thirty days after the right to exercise such option or options, or to give such notice or notices, shall accrue, it shall be lawful for the City Council of the City of Chicago and its successors to exercise such option or options and to give such notice or notices.

In case of the foreclosure of this Indenture of Mortgage it shall be lawful to institute all necessary proceedings in Court in the name of the party of the second part, and in case of a judicial sale for the enforcement of the lien of this mortgage, the indebtedness thereunder found due by the decree of the Court may be employed in bidding at such sale, and the amount so bid shall be applied *pro tanto* in payment of such indebtedness, but the bid shall be made and the title to the land so purchased shall be taken in the name of the City of Chicago in trust for the use of Schools.

In case this Indenture of Mortgage shall have been assigned and default shall happen to be made in any of the provisions, agreements or stipulations agreed to be done or performed by the parties of the first part, their successors, heirs, executors, administrators or assigns according to the true intent and meaning hereof, then and in that case it shall be lawful for the assignee of this Indenture his or its successors or assigns at its, his or their option to immediately foreclose this mortgage in the manner then provided by the laws of the State of Illinois and at such option to take immediate possession of the above described premises with or without force, and thereafter to hold said premises and collect all revenue, rents, issues or profits arising therefrom in his or their own name or names and for his or their use.

*Seventh.* But it is hereby expressly agreed, stipulated and covenanted by and between the parties hereto, their respective heirs, executors, administrators, successors and assigns that this Indenture and the rights thereby secured cannot be sold, transferred or assigned, nor shall any of its terms, conditions or covenants be altered changed, waived or impaired except by the concurrent action of



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the City Council of the City of Chicago and the Board of Education of the City of Chicago or their respective successors, authorizing such sale or modification.

It is hereby expressly understood and agreed that this mortgage and everything herein contained and the covenants thereof shall run with and be binding upon the above described premises and the buildings erected or to be erected on said premises, and in case of default as aforesaid and foreclosure or taking possession as aforesaid the above described premises and buildings shall be for all the purposes of such foreclosure or taking possession considered as separated from any or all property owned or controlled by the parties of the first part hereto, their heirs, executors, administrators or assigns.

The parties of the first part for themselves and each of them and for their heirs, executors, administrators and assigns, in consideration of the premises and in the further consideration of one dollar in hand paid, the receipt of which is hereby acknowledged have made, constituted and appointed and by these presents, do make, constitute and appoint Lyman Trumbull or any attorney of any Court of Record for them and each of them and in their names, places and stead to enter their appearance and the appearance of each of them in any action whether at law or in equity instituted in the name of the party of the second part its successors or assigns for the foreclosure of this Indenture or for the recovery of the possession of the above described premises or for any breach of covenant herein or for default hereunder and as such Attorney to plead or answer for them and each of them in any such suit and therein confess a decree for the immediate foreclosure of this Mortgage or a judgment for the immediate possession of the above described premises, as the case may be, hereby ratifying and confirming all that their said Attorney shall or may do in the premises.

And the said party of the second part for itself, its successors and assigns, hereby covenants and agrees to and with the said parties of the first part, their successors, heirs, executors, administrators and assigns, that it will, upon the performance of all the conditions

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in this Indenture, release or cause to be released all right, title or interest conveyed under and by this Indenture to the parties of the first part, their successors, heirs, executors or assigns.

In Witness Whereof, the said John P. Neal and Marguerite L. Neal, his wife, have hereunto set their hands and seals, and the said Chicago and Great Western Railroad Company has caused this instrument to be signed by its President and attested by its Secretary, and its Corporate Seal to be hereunto affixed the day and year first above written.

Chicago and Great Western  
Railroad Company.  
Corporate Seal.

JOHN P. NEAL. [SEAL.]  
MARGUERITE L. NEAL. [SEAL.]  
THE CHICAGO AND GREAT WESTERN  
RAIL ROAD COMPANY.

B. CHAS. L. COLBY,  
*President.*

Attest:  
EDWIN H. ABBOT,  
*Secretary.*

STATE OF ILLINOIS, }  
COOK COUNTY. } ss.

I, Kemper K. Knapp, a Notary Public in and for said County in the State aforesaid, do hereby certify that John P. Neal and Marguerite L. Neal, his wife, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 24th day of March A. D. 1888.

Kemper K. Knapp.  
Notarial Seal.  
Cook Co., Ills.

KEMPER K. KNAPP,  
*Notary Public.*

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STATE OF NEW YORK, }  
 CITY AND COUNTY OF } ss.  
 NEW YORK.

I, H. L. Braynard, a Notary Public in and for the City and County of New York, in the State of New York, do hereby certify that Charles L. Colby, as President, and Edwin H. Abbot, as Secretary of the Chicago and Great Western Railroad Company, personally known to me to be such President and Secretary respectively, and the same persons whose names as such are subscribed to the foregoing Instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said Instrument, and caused the Corporate Seal of said Company to be affixed thereto as their free and voluntary act as such President and Secretary respectively, and as the free and voluntary act of said Company for the uses and purposes therein set forth,

Given under my hand and Notarial Seal this 27th day of March A. D. 1888.

H. L. Braynard, Notary Public. New York County.
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H. L. BRAYNARD,  
*Notary Public, N. Y. Co.*

STATE OF NEW YORK, }  
 CITY AND COUNTY OF } ss.  
 NEW YORK.

I, James A. Flack, Clerk of the City and County of New York, and also Clerk of the Supreme Court for the said City and County, the same being a Court of Record, do hereby certify that H. L. Braynard, whose name is subscribed to the Certificate of the proof or acknowledgment of the annexed instrument, and thereon written was at the time of taking such proof or acknowledgment a Notary Public in and for the City and County of New York, dwelling in the said City, commissioned and sworn and duly authorized to take the same. And further that I am well acquainted with the hand-



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writing of such Notary, and verily believe that the signature to the said Certificate or proof of acknowledgment is genuine.

In testimony whereof, I have hereunto set my hand and affixed the seal of the said Court and County the 28 day of Mch. 1888.

New York Seal.
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JAMES A. FLACK,  
*Clerk.*

Filed in the office of the Recorder of Cook County, Illinois,  
April 14th, 1888.

TERMINAL FIRST MORTGAGE  
OF THE  
CHICAGO AND GREAT WESTERN RAILROAD COMPANY.  
[May 1st, 1886.]

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THIS INDENTURE, made this *first* (1) day of *May*, *A. D. Eighteen hundred and eighty-six* (1886), by and between the CHICAGO AND GREAT WESTERN RAILROAD COMPANY, a corporation duly established under the laws of the State of Illinois, *party of the first part*, and JOHN A. STEWART of New York, in the County and State of New York, and EDWIN H. ABBOT of Milwaukee, in the County of Milwaukee and State of Wisconsin, *parties of the second part*,

WITNESSETH:

THAT WHEREAS, said first party has located its railroad and terminal facilities in the County of Cook and State of Illinois, from its transfer yard, in Section Sixteen (16) in the town of Cicero, westerly into and through the city of Chicago, across the south branch of Chicago River north of Twelfth Street Bridge, to and into its passenger terminals and depot grounds situate on the corner of Harrison Street and Fifth Avenue in said city, and has acquired, and is acquiring, by purchase, lease, contract and otherwise about                      acres, more or less, of land from its transfer yard in said Section Sixteen (16) and has dedicated and established the whole of said acreage for and as its yard and terminal facilities, and has located upon the same, and proposes to cover the same with tracks, shops, suburban passenger-stations, car sheds, round-houses, freight-sheds, freight-houses, warehouses, elevators, and other suitable structures and buildings in order to provide yard accommodation and terminal facilities for its own use and for the use of such other rail roads as shall, from time to time, by license of and arrangement with said first party, jointly occupy the same; and

WHEREAS, said first party is proposing to acquire from time to time hereafter other lands in said Cook County and provide addi-

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tional terminal facilities from time to time as the same are needed for its own business and for the convenience of city and suburban travel and of such other railroad companies as said first party may from time to time admit to the enjoyment thereof, and is about to provide funds to pay for its lands acquired, and to be acquired, and for its construction, equipment and general business as above set forth by the issue of its *first mortgage five per cent. fifty year gold terminal bonds* to the amount of *four millions* (4,000,000) of dollars, face value, as hereinafter described, and its *second mortgage five per cent. fifty year gold terminal bonds* to the amount of *four millions* (4,000,000) of dollars, face value, as hereinafter described, and to secure, as hereinafter stated, the payment in gold coined money of the United States, of the present standard weight and purity, of the principal and interest of both said classes of said terminal bonds by this mortgage or deed of trust to the parties of the second part, upon all its said railroad, real estate, rights, property, franchises, rolling stock, motive power, terminal facilities, buildings, income, and other property of every description, both real and personal, acquired and to be acquired, in the County of Cook as aforesaid; and

WHEREAS said first party hereby covenants that when its said railroad and terminal facilities hereinafter described shall have been completed within said Cook County and the said terminal bonds thereon shall have been all issued, the total amount of its said first mortgage terminal bonds shall not then exceed the amount of four million dollars (\$4,000,000), and that the total amount of its second mortgage terminal bonds shall not then exceed the amount of four million dollars (\$4,000,000); and further covenants that said eight million dollars of terminal bonded indebtedness is all the valid bonded indebtedness of said Company now resting upon its property aforesaid in the County of Cook, and that said terminal bonds hold the first bonded lien thereon, and are subject only to certain outstanding purchase money mortgages, trust deeds, contracts, leases, ground-rents, and the like, all of which said Company will in due course extinguish as fast



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and as far as may be, and hereby covenants fully to protect said terminal bonds against the same when and as the same become due and payable; and

WHEREAS, each of said terminal bonds is to be for the sum of *One thousand dollars* (\$1,000) payable in gold coined money of the United States in *fifty* (50) years from the *first* (1) day of *June, A. D. Eighteen hundred and eighty-six* (1886), with interest at the rate of *Five* (5) *per centum per annum*, payable *semi-annually* on the first days of *December* and *June* in each year, the first coupon maturing upon the *first* (1) day of *December, A. D. eighteen hundred and eighty-six* (1886) on each class of said terminal bonds, which are all to be paid, both principal and interest, at the office of the Company in the city, county and state of New York, said second mortgage terminal bonds being, however, subject to the prior payment of said first mortgage terminal bonds, both principal and interest, accruing and to accrue thereon, when and as the same becomes due; and

WHEREAS, said first mortgage terminal bonds and second mortgage terminal bonds, are, except in numbers and distinguishing marks, of the substantial form and effect of the respective forms annexed to this indenture and made a part thereof;

NOW THEREFORE, the CHICAGO AND GREAT WESTERN RAILROAD COMPANY, in consideration of *one dollar* and divers other valuable considerations, receipt of which is hereby acknowledged, has granted, bargained, sold, assigned, transferred, released, conveyed and confirmed unto said JOHN A. STEWART and EDWIN H. ABBOT, as they are trustees herein named, parties of the second part, all that railroad known as the Chicago and Great Western Railroad, constructed and to be constructed, acquired and to be acquired, maintained and operated within the County of Cook and State of Illinois, said Company reserving the right at all times to extend this line outside said county limits in any direction free from the lien of this mortgage under the chartered powers it now possesses, as well as under any and all other franchises which may hereafter be conferred upon or acquired by it, whenever and if such exten-

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sion or extensions should hereafter be approved by said first party, together with all its lands, acquired and to be acquired, as well as all its easements, leaseholds, reversions, right of way, depot grounds, tracks, bridges, viaducts, culverts, fences, car houses, freight houses, wood-houses, coal sheds, and other buildings of every sort and description, built and to be built, and all factories, and machine shops, held or to be held by it for use in connection with its said railroad or any part thereof, and also all locomotives, tenders, and other motive power, rolling-stock, cars, coaches, equipment and all machinery, tools, implements, fuel, materials for constructing, operating, repairing or replacing the said railroad or any part thereof, and all the appurtenances of the said railroad, structures of any sort, and property, or any part thereof, and also all revenues, rates, tolls, sums of money, income arising and to arise from the said railroad or from any part of the premises hereinbefore expressed to be conveyed, or any of them, so far as the same is earned in said county, and also all corporate and other franchises, powers and privileges connected with or relating to said railroad or to its construction, maintenance or use, or otherwise belonging to said company, and also all ties, iron or steel rails, fish plates, spikes, piles, bridges, bridge materials, telegraph poles, telegraphic materials, bar iron, oil, waste, fuel, and every sort of railroad supplies, acquired and to be acquired, used or to be used, in the construction or operation of any part of said railroad within said County of Cook, whether now completed or hereafter to be built, together with all appendages, appurtenances and movable property of every kind, and all improvements, extensions and additions, now or hereafter made and to be made to or upon any and all of the above described railroad and other property of said Company within said County of Cook, together with all easements, licenses, property, estate and rights of any nature whatsoever, whether real or personal, corporeal or incorporeal, to which said Company now is or may hereafter be or become in law or equity entitled as appertaining to said railroad above described, meaning and intending hereby that the



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lien of this trust shall attach to and upon every part of the premises above described from the moment that any right or title therein shall vest in said railroad company, and also all books of accounts, deeds, leases, certificates, contracts, records, vouchers, papers, and also all documents relating to or appertaining to the title and the business, past, present and future, of said Company in said County of Cook, *provided, however*, that nothing herein shall be construed to prevent said railroad company from hereafter separately mortgaging any extension of its said railroad or any branches thereof outside of the County of Cook, nor to limit its right to the property and income which is not included or earned in said County of Cook, as the same is not embraced in the premises described in this deed of trust, nor limit its right or title to any property which may be hereafter built or acquired outside said county limits, nor prevent it from creating a prior lien by mortgage, or by any other form of contract, or otherwise, upon any property whatever within said county limits which it may hereafter acquire, whether real or personal, in order to secure payment of the purchase money thereof, or any part thereof; it being the intent of this mortgage to secure its said terminal bonds only upon the terminal facilities of said Company and its general yard as hereinbefore described which extends within and from said Section Sixteen (16) in the town of Cicero, to its passenger grounds on the corner of Harrison Street and Fifth Avenue in the city of Chicago.

TO HAVE AND TO HOLD all and singular the above mentioned and described railroad yard and other property, and all other the premises hereinbefore expressed to be conveyed, with the appurtenances thereof, and all the rights, easements, hereditaments and privileges thereunto belonging or appertaining, to the said John A. Stewart and Edwin H. Abbot, their heirs and assigns, survivor, successors and successor, their and his heirs and assigns, to their and his sole use and behoof forever; *but in trust always* for the purpose of securing to said trustees, their survivor, successors and successor, or to the lawful holder of said terminal bonds, the payment of the terminal bonds hereinbefore described, together with interest



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thereon accruing according to the tenor of said terminal bonds respectively, and according to the priority herein declared in favor of the said first over the said second mortgage terminal bonds; and, for the further carrying into effect of the conveyance herein expressed, said Company doth hereby appoint John A. Stewart and Edwin H. Abbot, their survivor, successors and successor in said trust, to be the attorneys and attorney of said Company, to take and demand from any and all persons whomsoever and to receive delivery from them of all and every the sums of money, goods, chattels, and effects of said Company, hereinbefore expressed, to be assigned, and to give effectual releases and discharges therefor, and to appoint for all and any purposes aforesaid in their discretion at the expense of said Company an attorney or attorneys, agent or agents, and from time to time to revoke said appointments, and generally to use the name of said Company, and generally to act in the particular premises as said trustees or trustee for the time being shall think expedient for the effectual performance of said trust.

And it is hereby mutually agreed and declared by and between said Company and each and every holder of each of said terminal bonds by and through said trustees, each with the other and all the others, that said trustees, their survivor, successor and successors, for the time being in said trust shall respectively stand possessed as to all and singular the premises hereinbefore mentioned, with all the powers herein expressly granted as well as with and in addition to all the customary powers of such trustees upon and for the trusts, intents and purposes following, that is to say:

Said first mortgage terminal bonds shall all stand among themselves equally secured by this indenture; but all coupons upon said first mortgage terminal bonds shall, in any and all legal proceedings instituted by said trustees for the effectual securing thereof, have and be allowed priority in the order in which they respectively mature; and, in like manner, said second mortgage terminal bonds shall all stand among themselves equally secured by this in-

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denture, and all coupons thereon shall at all times have priority among themselves in the order in which they respectively mature; *provided, however*, that all said first mortgage terminal bonds, together with each and every matured coupon thereon, shall at all times have priority over each and every second mortgage terminal bond and over each and every matured coupon thereon. It is further expressly agreed that no action at law shall be maintainable upon any coupon, whether attached to or detached from any first or second mortgage terminal bond, by the holder thereof, without the consent of the trustees or trustee for the time being, which must, previously to such suit being instituted, have been obtained in writing, nor shall such action be maintainable in any event after the default on which the right of action is based shall have been waived, by written notice to said company or otherwise, either by the holders of a majority in interest of that class of said mortgage bonded indebtedness or by said trustees; nor shall such action be maintainable in any event on any bond or coupon of either class after the default on which said action is based shall have been waived by the trustees for the common benefit of all the holders of that class of bonded indebtedness herein created, in the exercise of their discretion, whether as to first mortgage or second mortgage bonded indebtedness, as hereinafter provided.

It is further expressly agreed that upon any default or breach of condition hereof, and after demand has been made upon said company for payment of said bonds or any coupon thereof by said trustees, their successors or successor, all rights and right of action, whether at law or in equity, upon each and every and any of said terminal bonds and coupons shall thereafter, so long as said default continues, vest exclusively in said trustees, their survivor, successors and successor, for the equal proportionate benefit of all holders of said terminal bonds according to their respective priorities, that is to say, *first*, for the benefit of the first mortgage terminal bonds and interest coupons thereto attached, *second*, for the benefit of the second mortgage terminal bonds and interest coupons thereto at-



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tached; *provided always*, that said rights of action shall vest exclusively, as aforesaid, in said trustees for the equal proportionate benefit of all the bonded indebtedness secured hereby, subject to the priorities hereinbefore declared.

Said company covenants, and every person who at any time becomes the holder of any terminal bond of either class hereby secured, does hereby, in and by his acceptance thereof, covenant, to, with and through said trustees and with said company, and with each and all other persons who shall have become holders of either of said classes of terminal bonds, that this indenture enters into and forms part of each such terminal bond and each such coupon included in either class of said terminal bonds, and agrees and admits that this indenture fixes the rights, duties and liabilities of said company so far as they are herein expressed, upon and under each and every terminal bond and upon and under each and every coupon which is secured by this deed of trust, and defines and fixes the rights, duties and liabilities of said trustees, their survivor, successors, successor and assigns, and of each and all of said bondholders and coupon-holders, both as to said trustees and among themselves, and as to each other, and as to said company, and does hereby agree to the following articles, to wit:

ARTICLE FIRST. Said company covenants to pay to the lawful holder the principal of, and interest upon each terminal bond issued under this mortgage, and upon each coupon thereto attached according to the respective tenor thereof, so long as there is not any subsisting default or breach of some stipulation of this indenture, when and as the same shall respectively become due and payable; and further covenants after such default to pay the same to the trustees or trustee for the time being; and further covenants to pay every and all lawful taxes at any time assessed by any lawful authority upon the mortgaged premises when and as necessary to protect the same against the lien of such tax, and also to pay the same at any time assessed on said bonds and coupons by the United States, whatever the form or style thereof, so that the holder thereof shall receive the full amount of each of his said



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bonds and coupons without deduction by reason of any federal taxation.

ARTICLE SECOND. All the property and estate herein conveyed, and all moneys received from the sale of the same or any part thereof, shall, after deducting the expenses of this trust, be held and applied, and is hereby pledged to the proportionate payment of said terminal bonds and the coupons attached thereto when and as the same shall become severally due and payable according to their tenor and effect, *subject always* to the priority herein declared in reference to said classes of bonds, and to the priority herein declared among the coupons of each class of bonds in the order in which said coupons respectively in each class mature.

ARTICLE THIRD. Said company further covenants well and truly to keep and perform all the things specified in this indenture to be by it kept and performed according to its true meaning and intent, *provided, always*, that nothing herein contained shall deprive or limit the control of said company over the mortgaged property prior to any default, or shall limit its control after waiver or cessation of any such default from time to time according to the provisions of this indenture, or shall prevent said company, after consent previously thereto in writing obtained from said trustees, their survivor, successors or successor, from selling, disposing of, or changing any of its real estate, lands, buildings, motive power, rolling stock, equipment or personal property, whenever said company shall deem it expedient for the good management of said railroad so to do; and said company, its successors and assigns, covenants and agrees to waive, and does hereby waive the benefit of every extension, stay, appraisement or reduction law which has been hitherto, or may hereafter be enacted in said State of Illinois, and hereby consents that the trustees or trustee for the time being, may personally or by agent, at all times, have full and free access to said company's books, records, and accounts, with right to take copies therefrom in whole or in part; *provided, however*, and this indenture is executed upon the express condition that, upon full payment and satisfaction of said bonds and all of them, and all the

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interest due thereon, or, in case of the conversion thereof into stock in any new company or corporation hereinafter described and authorized to be formed after any foreclosure or other conclusion of this trust, then upon exhibition to the trustees for the time being, their successors or successor, of all the canceled bonds and proof of full payment of all charges, expenses and liabilities incurred in the administration of this trust, all the estate, right, title and interest of the trustees for the time being shall cease and determine, and upon written request therefor by said company, its successors or assigns, the trustees for the time being shall execute and deliver to it or them all proper releases or satisfaction hereof; but otherwise this indenture shall continue of full force.

ARTICLE FOURTH. The trustees for the time being are authorized from time to time to appoint a registrar and employ such clerks and assistants as they may deem necessary from time to time for the administration of their trust; and it is agreed until said trustees shall otherwise order and appoint, the *Farmers' Loan and Trust Company* of the City, County and State of New York, shall be and is hereby appointed registrar of said trustees, but without prejudice to the right of said trustees to vacate said appointment whenever and if they think it expedient so to do.

ARTICLE FIFTH. Said company shall from time to time, and at all times hereafter, and as often as thereunto requested by the trustees or trustee for the time being, execute, acknowledge and deliver to them or him all such further deeds, conveyances and assurances in the law for the better assuring unto them, their survivor, successors and successor herein, upon the trusts herein expressed, the railroad and property hereinbefore mentioned and all franchises now held by said company, as well as the franchise to be a corporation, whenever and so far as shall by the trustees be deemed expedient; and said company shall furnish to said trustees, their successors and successor, from time to time, whenever so requested in writing, a true and full inventory of all the property appertaining to said railroad and the operation thereof and covered by this indenture; but no failure to demand or furnish such inventory shall



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impair or limit the operation and effect of this indenture upon any and all property herein generally described as covered by this indenture, and no omission of any part of said property from said inventory shall release any such omitted property from the lien of this trust, whenever the same shall properly attach thereto.

ARTICLE SIXTH. The trustees, or trustee for the time being acting under this trust, their and his survivor, successors and successor, are authorized in their and his discretion, upon the written request of said company, to consent from time to time to such change or changes in the location of track, roadway, stations, station-grounds, and any and all other real estate of any nature or description covered by this mortgage, as well as to the sale, substitution and exchange of motive power, rolling stock, machinery and equipment, and any and all other personal property covered by this mortgage, as they deem for the interest of their trust; *provided however*, that all substituted property of any and every description shall be deemed to be and be brought within and covered by this trust as fully as if the same had been expressly described in this indenture; and they are further authorized to execute all releases and other writings which they from time to time deem necessary in order to effectuate said sales, exchanges and substitutions; and it is further covenanted that the releases executed by said trustees, their survivor, successors or successor, or by the trustee for the time being acting under this trust, shall be conclusive proof of the release of the property therein described from the lien of this trust and mortgage in favor of the party purchasing the same; and it is further covenanted and agreed that such purchaser shall in no event be obliged to enquire into the authority of the trustee to execute any such release or be held in any way responsible to the application of the purchase money. But it is hereby declared that if the proceeds of any property so sold or released from and out of the trust premises shall not be applied to the acquisition of other additional property to be substituted therefor in the trust premises, then the trustees shall receive the said proceeds and shall apply the same to the purchase, in open market, of such portion of the



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first mortgage bonded indebtedness hereby secured as the same will suffice to obtain at market price thereof.

ARTICLE SEVENTH. At any sale of the aforesaid railroad, its equipment, appurtenances, real or personal property, or any part thereof, or any portion of the trust premises, whenever and if such sale shall be in consequence of any default on the part of the party of the first part under this indenture, the trustees or trustee for the time being may bid off and purchase, or cause to be bid off and purchased, the property so sold or any part thereof in behalf of all the holders of bonds then in default under this instrument and outstanding in proportion to the respective interests of such bondholders, subject to the priorities herein declared among them, at such price as said trustees shall deem reasonable, if but a portion of said property be sold; and, if all of it be so sold, then at a price not exceeding in all the whole amount of said outstanding first mortgage terminal bonds and second mortgage terminal bonds added together, in addition to the amount of the interest then accrued thereon; and nothing herein shall be construed to limit the trustees or the trustee for the time being in the exercise of their or his discretion so to make such purchase or purchases, but the same shall be absolutely in their or his discretion as they or he deem the common and equal proportionate benefit of all bonds hereunder secured shall require, subject to the priorities herein declared among said bonds and classes of bonds.

ARTICLE EIGHTH. If and whenever from time to time any judicial foreclosure, or other sale or sales of the whole or any part of the premises covered by this indenture shall be made under any decree of any court having jurisdiction thereof, or under provisions of this indenture, or the power of sale herein granted, and the holders of a majority in interest of the then outstanding first mortgage terminal bonds shall in writing so request the trustees or trustee for the time being, then said trustees or trustee are authorized to purchase the premises, or so much of them as shall be so sold, and covered by this indenture, and to apply the same for the use and benefit, *first*, of the then outstanding first mortgage bonded

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indebtedness, and *second*, of the second mortgage bonded indebtedness hereby secured; and all right and title to said premises shall, after and upon such purchase, vest in said trustees or trustee for the time being; and no bondholders of either class shall have any right to the premises or proceeds thereof, except subject to the priorities created and declared in this indenture, to wit: that the said first mortgage bonded indebtedness shall be paid in full, principal and interest, then accrued, before said second mortgage bonded indebtedness shall receive any dividend from the proceeds, but any surplus, remaining after payment in full of said first mortgage bonded indebtedness, shall be applied *pro rata* upon said second mortgage terminal bonds and their accrued interest, the overdue coupons upon said second mortgage terminal bonds to be paid in full, with interest at five per centum per annum, in the order of and according to the dates of their respective maturing. If such sale be of the whole property, and the same be bid in for the benefit of the first mortgage bonded indebtedness, at a price less than the amount of said first mortgage bonded indebtedness, then each first mortgage terminal bondholder shall receive only his proportionate share of the proceeds of the purchased premises, as represented in a new company or corporation, to be formed for the benefit of the holders of the first mortgage bonded indebtedness hereby secured; and said trustees may take such lawful measures as, in their judgment, are for the interest of said first mortgage terminal bondholders, in organizing a new company or corporation for the benefit of the holders of the first mortgage bonded indebtedness hereby secured. Said new company shall be organized upon such terms, conditions and limitations, and with such allowance to other parties interested in said premises, and in such manner as the holders of a majority of all the outstanding first mortgage bonded indebtedness shall, in writing, direct; and the trustees shall, thereupon, reconvey the premises so purchased by them, to said new company or corporation so, as aforesaid, organized. If such sale be of the whole property, and the same be bid in for the benefit of the second mortgage bonded indebtedness, at



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a price less than its full amount, but more than enough to protect the first mortgage bonded indebtedness, then each second mortgage terminal bondholder shall have the like rights and said trustees shall take like action as is above stipulated.

ARTICLE NINTH. If default be made in the payment of the interest on any of said terminal bonds according to their tenor and such default shall continue for the period of six (6) months after such interest shall have become due, and after payment shall have been demanded by the trustees and refused by said company, the principal of all said bonds upon which default has so continued, shall at the election of the trustees, or of the trustee for the time being, but not otherwise, be and become immediately due and payable, anything contained in said terminal bonds, or in this indenture, to the contrary notwithstanding.

ARTICLE TENTH. If default be made in the payment of any interest or principal upon any of the terminal bonds secured by this indenture, when and as the same is payable, and such default continue for six (6) months after demand made by the trustees or trustee for the time being, at the principal office of the company, for the payment of the same, the trustees are authorized and empowered in their discretion to enter upon, and sell at public auction in the city of Chicago, after notice in writing to the company and publication of a notice of said proposed sale, at least twice a week for eight (8) weeks in one or more newspapers printed in said city of Chicago, and such other place or places as the trustees think proper, the whole of said company's lands, railroad and other property, or so much thereof as shall be necessary to retire such overdue obligations of said company. The trustees or trustee for the time being may adjourn such sale from time to time in their discretion; and, if so adjourned, make the said sale at the time and place to which the same shall be so adjourned; and may make and deliver to the purchaser or purchasers thereof, good and sufficient deed or deeds of the same in fee simple, and said sale, so made as aforesaid, shall be a perpetual bar both in law and equity against said company and all other persons law-



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fully claiming or to claim said premises or any part thereof, by, through, from or under said company; and, after deducting from the proceeds of such sale, just allowances for all expenses of such sale as well as all attorneys' and counsels' fees as all other expenses, advances and liabilities which said trustees may have made or incurred in the premises, and also all payments which may have been made by them for taxes or assessments for charges and liens, prior to the lien of these presents, if any, on the said premises, or any part thereof, as well as reasonable compensation for their own services, said trustees shall apply the net proceeds to the payment, *first*, of the principal and accrued interest of such of the aforesaid first mortgage terminal bonds as are at that time unpaid, whether or not said bonds shall have previously become due by the terms thereof; and, *second*, to the payment of the interest which shall have at that time accrued and be unpaid, subject to the respective priorities herein declared, upon said first mortgage coupons; and, *third*, if, after satisfaction of said first mortgage terminal bonds and coupons, and the interest thereon, any surplus shall remain, said trustees shall apply the same to the payment of the second mortgage terminal bonds and the overdue interest thereon, *pro rata*, subject to the respective priorities herein declared among said second mortgage terminal bonds; and, *fourth*, if, any surplus shall then remain after both the first mortgage and second mortgage bonded indebtedness, and all costs and expenses are paid in full, said trustees shall pay the net residue over to said company, or to such other parties as shall be entitled lawfully to receive the same. If such sale be of only part of the mortgaged premises this power of sale may be executed whenever and as often as such defaults may happen, and the trustees, or trustee for the time being deem it expedient to exercise said power.

ARTICLE ELEVENTH. If default be made at any time in payment of any interest or principal secured by this indenture according to its tenor and effect, or in any requirement to be taken or kept by said company, and such default continues for six (6) months after demand by the trustees for such payment, or after notice of such

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requirement made or given by them in writing to said company, then the trustees or trustee for the time being, may, in their discretion, personally, or by their attorneys or agents, enter into and upon all and singular the premises hereby conveyed or intended so to be, and each and every part thereof, and may thenceforth have, hold, use and operate the same by themselves, their superintendents, managers, receivers, servants, attorneys, or agents, and conduct the business thereof, and make from time to time all repairs, replacements, alterations, additions, spurs, branches, extensions and improvements thereupon, and purchase such real estate and erect such buildings, and generally take such action as they or he deem necessary or expedient for the proper accommodation or increase of the business of said railroad; and may collect and receive all tolls, freight, incomes, rents, issues and profits of the same, and every part thereof; and, after deducting all expenses of operating said railroad and conducting its business, and of making all said repairs, replacements, alterations, additions, spurs, branches, extensions, improvements, and payment of all demands for taxes, assessments, charges or liens prior to the lien of these presents upon the premises or any part thereof, and reserving reasonable compensation for all their own services, and the services of their attorneys and of all other persons by them employed, said trustees shall apply the moneys arising as aforesaid, so far as the same are applicable, under the provisions of this indenture, as if no such default had occurred, to the payment of interest upon the terminal bonds intended to be secured by this mortgage, in the order in which said interest is payable, according to the priorities herein among said classes, and in each class of said terminal bonds; and after all interest which shall have become due, is paid, and regular future payment of said interest, as it matures, appears in the judgment of said trustees to be probable, the trustees shall restore the premises aforesaid to the possession of said company, *subject, however,* to the covenants and conditions of this indenture in the same manner and to the same extent as if no such entry had ever been made. This power of entry may be exercised as often as occasion therefor



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shall arise in the judgment of the trustees pending this trust; and said trustees may continue to exercise the power herein granted for such period or periods as they deem expedient, unless and until a majority in interest of the holders of the bonded indebtedness shall otherwise in writing request.

ARTICLE TWELFTH. The trustees or trustee for the time being are authorized in their discretion to enforce the rights of both classes and each class of bondholders under these presents in cases of default as shall be most expedient, in their discretion, for the common and equal benefit, *first*, of all the first mortgage bonded indebtedness, and, *second*, of all the second mortgage bonded indebtedness secured by this indenture, subject to the priorities herein created and according to the tenor and effect of this indenture, *subject, however*, to the following restrictions and limitations:

I. If such default be in any other thing than in payment of the interest upon, or the principal of said first mortgage terminal bonds, the trustees or trustee for the time being are authorized, at their or his discretion, and without appeal or control by said bondholders or any of them, to waive or enforce the rights arising by reason of such default under this indenture in such manner and to such extent as they or he deem for the interest of this trust.

II. If such default be in the payment of any interest upon, or the principal of, either class of said terminal mortgage bonds, then upon written requisition, served upon the trustees or trustee for the time being, and signed by the holders of not less than twenty-five (25) per centum of the aggregate amount of all that class of terminal mortgage bonds then outstanding in default, together with indemnification by the persons making such requisition to the trustees, or trustee for the time being, against all costs and expenses by said trustees or trustee to be incurred, to enforce the rights of the holders of such terminal mortgage bonds as are then in default, by entry, sale, or legal proceedings in such manner, and only so far as shall be expedient for the common and equal proportionate benefit of all such terminal mortgage bonds as are in default, subject to the priorities herein declared.



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But upon such written requisition, signed by the holders of a majority of either class of said terminal mortgage bonds then outstanding under this indenture, and accompanied, if said trustees or trustee so elect, with the deposit in the hands of said trustees or trustee, of the major part of all that class of said outstanding terminal bonds in indemnification and support of said trustees' or trustee's action, then it shall be the duty of the trustees, or trustee for the time being, to enforce the rights of that class of such terminal mortgage bondholders in the manner and to the extent prescribed in such requisition and not otherwise, unless such prescribed action shall be modified, recalled or changed by any subsequent similar requisition or requisitions from time to time made, *provided however*, that said prescribed action must always conform to the provisions of this indenture, and must not impair any rights vested, under this indenture, in the holders of said first mortgage terminal bonds, or of the minor part of that class of said terminal mortgage bonds not joining in signing such requisition or requisitions, and must not impair any rights which may be vested under this indenture in said second mortgage terminal bonds, against said first mortgage terminal bonds, it being the intent of this provision to secure to the holders of the majority in interest of all outstanding terminal mortgage bonds of each class secured under and by this indenture the same control in prescribing the action of the trustees as to their class and among themselves, in such event, as the holders of a majority of said company's stock possessed in the management of said company before such default.

III. No provisions of this indenture shall be construed to impair or limit the power of the trustees, or trustee for the time being, to act of their own motion, whenever, and if, and as they deem it expedient for the benefit of their trust and their *cestuis que trust*; and any action of either trustees or bondholders in waiving any default shall never be taken to affect any subsequent default, or to impair, at any time or in any manner, any of the rights thereupon arising on the first default, or any subsequent default.

ARTICLE THIRTEENTH. The second mortgage terminal bonds

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Chicago & Great Western R. R. Co., 1886.

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issued under this indenture are entitled to be paid, principal and interest, when and as the same are by their tenor made payable; and all the powers conferred upon said trustees for the benefit of the first mortgage terminal bonds, are also conferred upon the trustees, or the trustee for the time being, acting under this indenture for the benefit of the second mortgage terminal bonds, *provided however*, that said second mortgage bonded indebtedness is at all times subsequent and inferior to the first mortgage bonded indebtedness; and *provided further*, that said powers shall never be exercised for the benefit of said second mortgage bonded indebtedness, against, or to the prejudice or impairment of the rights of the first mortgage bonded indebtedness to prior, full satisfaction and payment. Said second mortgage terminal bonds are payable, principal and interest, out of the income of said company's railroad and property, unless and until default is made upon the first mortgage bonded indebtedness under the terms of this indenture; but, in case of such default on such first mortgage bonded indebtedness under the terms of this indenture, and of sale to satisfy said first mortgage bonded indebtedness, said second mortgage terminal bonds are payable only out of such surplus proceeds as shall remain after the first mortgage bonded indebtedness, principal and interest, shall have been paid in full. The interest on all said terminal bonds is payable when and as the same matures, to its full amount, together with interest at the rate of five (5) per centum per annum on any and all deferred coupons; and any and all overdue and deferred coupons must be paid, with interest at the same rate, before any dividend shall be made upon any stock of said railroad company; but, so long as the interest on all said terminal bonds shall be regularly and fully paid, the surplus income of said company shall be at the disposal of said company.

ARTICLE FOURTEENTH. The word, trustees, whenever used herein, shall be construed to include the trustees herein above named, and the survivor of them, and their and his successors and successor, survivors and survivor, acting for the time being, at any time, in the capacity of trustees or trustee under this indenture.



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The trustees, and each of them, may, at his and their discretion, employ or advise with counsel learned in the law; and all expenses thereof, and all the personal expenses of the trustees in discharge of their trust, and all other reasonable and proper charges and expenses of the trustees, together with compensation for all the services by them or either of them rendered in their trust, shall be paid by said company as they are incurred; and otherwise, out of the trust estate herein created; and whenever said trustees act under this trust, they are hereby invested with full power to submit, from time to time, any and all questions of law or fact, arising in the execution hereof, to arbitration; and also to compromise and settle, in their discretion, any and all such questions; and said company hereby consents that, upon application of the trustees to any court of equity having jurisdiction hereof, specific performance of any and all agreements and covenants herein contained or implied, shall be decreed to be performed by said company, its successors and assigns.

ARTICLE FIFTEENTH. Whenever said trustees shall be at any time reduced to one in number from any cause, the trustee surviving or continuing shall thereupon be and become vested with every power conferred under this indenture upon the trustees named herein, without any further assurance or conveyance; and said surviving or continuing trustee, may, with the consent of the holders for the time being of a majority of all the first mortgage terminal bonds then outstanding under, and secured by, this indenture of trust, appoint a new co-trustee, by instrument in writing under his hand and seal, and cause the same to be recorded in the office of the Secretary of State for the State of Illinois; and thereupon all the estate of the outgoing trustee shall be vested in such new trustee, as fully as if he had been originally named in this indenture. If, for any cause, such vacancy shall remain unfilled for six (6) months, any judge of the Circuit Court of the United States in the Northern District of Illinois, upon application of the surviving or continuing trustee; or of the holder or holders of bonds to the amount of one-tenth (1-10) of the entire issue thereof, then outstanding un-



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der this indenture, or failing such application, then, upon petition of said company, may fill the vacancy, by appointment of any suitable person, who shall thereupon be and become such trustee, with the same powers as if he had been originally named herein. If, from any cause, there be total vacancy of the office of the trustees hereunder, the vacancy may be immediately filled by such judge upon application made as aforesaid, after ten (10) days notice to said company.

ARTICLE SIXTEENTH. It is hereby stipulated and agreed by and between the parties hereto, as a condition precedent to their acceptance of said trust by said trustees, that they shall not, in any manner, be responsible for any act, default or misconduct of each other; nor for any act, default or misconduct of any agent by them employed; nor shall either of them be answerable except for his own wilful default or misconduct. Either and each trustee may resign and discharge himself of the trust created by this indenture, by notice in writing to said company, its successors or assigns, and to his co-trustee, if any, not less than three (3) months before such resignation shall take effect, unless some shorter time shall be mutually agreed upon to be adequate notice; and thereafter upon execution and delivery by him of a proper deed of release to his associate in said trust, he shall be thenceforth discharged.

ARTICLE SEVENTEENTH. Whenever, and if, and as often as there is any failure on the part of said company to pay the interest on its second mortgage terminal bonds according to their tenor, although the interest on all its first mortgage bonded indebtedness may be punctually and regularly paid, then the trustees, and trustee for the time being, may in their discretion exercise for the benefit of said second mortgage terminal bonds, each and every the powers hereinbefore conferred upon them, relative to the first mortgage terminal bonds; and may, from time to time, take such action generally as they deem expedient, *subject always* to the first mortgage bonded indebtedness, to protect said second mortgage terminal bonds, and procure or enforce payment of the interest thereon when and as it matures upon them.

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Chicago & Great Western R. R. Co., 1886.

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IN WITNESS WHEREOF, the CHICAGO AND GREAT WESTERN RAILROAD COMPANY has caused these presents to be signed by CHARLES L. COLBY, its *President*, and HOWARD MORRIS, its *Assistant Secretary*, thereunto lawfully authorized by votes of the stockholders of said company, and its corporate seal to be hereto affixed, and said JOHN A. STEWART and EDWIN H. ABBOT have hereunto set their hands and seals, in token of their acceptance of the trusts herein created this *first* (1) day of *May*, *one thousand eight hundred and eighty-six* (1886).

CHICAGO AND GREAT WESTERN RAILROAD COMPANY, by

Chicago and Great Western Railroad Company. Corporate Seal.
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CHAS. L. COLBY,  
*President.*

Attest:

HOWARD MORRIS,  
*Assistant Secretary.*

JOHN A. STEWART. [SEAL.]  
EDWIN H. ABBOT. [SEAL.]

STATE OF NEW YORK, }  
CITY AND COUNTY OF NEW YORK. } ss.

Be it remembered that on this *third* day of *May* A. D. 1886, personally came before me, a notary public in and for the county and State of New York, aforesaid, *Charles L. Colby*, who being first by me duly sworn, upon oath did depose and say, that he signed and executed the foregoing indenture of trust and mortgage pursuant of express vote of the Chicago and Great Western Railroad Company, thereunto authorizing him; and that the seal attached thereto is the common and corporate seal of said company, and was thereunto affixed by its authority; and said Charles L. Colby did then and there acknowledge the foregoing instrument to be the free act and deed of said company and of himself individually, for the uses and purposes therein set forth.

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Chicago & Great Western R. R. Co., 1886.

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Witness my hand and notarial seal this *third* day of *May* *A. D.* *1886*.

<p>William E. Rudischhauser, Notary Public, City and County of New York.</p>
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WILLIAM E. RUDISCHHAUSER,  
*Notary Public*, (40)  
*N. Y. Co.*

STATE OF WISCONSIN, }  
COUNTY OF MILWAUKEE. } ss.

Be it remembered that on this *first* day of *May*, *A. D.* *1886*, personally came before me, a notary public in and for the county of Milwaukee and State of Wisconsin, *Howard Morris*, who being first by me duly sworn and interrogated, upon oath did depose and say that he attested and subscribed the foregoing indenture of trust and mortgage, as *Assistant Secretary* of the Chicago and Great Western Railroad Company, pursuant of express vote of said company thereunto authorizing him; and that the seal appearing attached thereto is the common and corporate seal of said company, and was thereunto affixed by authority of said corporation; and said Morris did then and there acknowledge the foregoing instrument to be the free act and deed of said company and of himself individually, for the uses and purposes therein set forth.

<p>Wm. Shimwell, Notary Public, Milwaukee County, Wis.</p>
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WILLIAM SHIMWELL,  
*Notary Public*,  
*Milwaukee County, Wisconsin.*

STATE OF NEW YORK, }  
CITY AND COUNTY OF NEW YORK. } ss.

On this *third* day of *May*, *A. D.* *1886*, before me personally appeared *John A. Stewart*, to me personally known to be one of the persons described in and who executed the foregoing indenture of trust and mortgage, and acknowledged that he executed the same freely and voluntarily for the purposes therein set forth.



Chicago & Great Western R. R. Co., 1886.

Witness my hand and notarial seal, this *third* day of *May*, *A. D.* 1886.

William E. Rudischhauser,  
Notary Public,  
City and County of New York.

WILLIAM E. RUDISCHHAUSER,  
*Notary Public*, (40)  
*N. Y. Co.*

STATE OF WISCONSIN, }  
COUNTY OF MILWAUKEE. } ss.

On this *sixth* day of *May*, *A. D.* 1886, before me personally appeared *Edwin H. Abbot*, to me personally known to be one of the persons described in and who executed the foregoing indenture of trust and mortgage, and acknowledged that he executed the same freely and voluntarily for the purposes therein set forth.

Witness my hand and notarial seal, this *sixth* day of *May*, *A. D.* 1886.

Wm. Shimwell,  
Notary Public,  
Milwaukee County, Wis.

WILLIAM SHIMWELL,  
*Notary Public*,  
*Milwaukee County, Wisconsin.*

STATE OF	ILLINOIS
No.	No.
\$1,000	\$1,000

CHICAGO AND GREAT WESTERN RAILROAD COMPANY  
FIRST MORTGAGE FIVE PER CENT. FIFTY YEAR GOLD TERMINAL  
BOND.

The Chicago and Great Western Railroad Company, a corporation duly existing under the laws of the State of Illinois, hereby acknowledges itself to be indebted to John A. Stewart and Edwin H. Abbot, Trustees, in the sum of One Thousand Dollars in the Gold Coined money of the United States, which sum said railroad company promises to pay to said Trustees, their survivor, and successors, or to the registered holder hereof, or, if this bond be unregistered, to the bearer hereof on the first day of June, A. D. 1936, at its office in the city of New York.

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Chicago & Great Western R. R. Co., 1886.

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This Bond draws interest from the first day of June, A. D. 1886, until the same is paid, at the rate of five per centum per annum, payable at the office of the company in the City, County and State of New York, on presentation and surrender of the annexed coupons as they severally become due according to their tenor, upon the first days of December and June in each of said fifty years.

It shall, unless this bond is registered, pass by delivery; but, if registered, then by transfer recorded in the books of said Company by the registered holder. After registration of ownership is certified on this bond, no transfer, except and until recorded in its books shall be valid unless the last previous transfer shall have been to bearer. This bond is subject to successive registrations and transfers to bearer at the option of its lawful owner.

This bond is one of Four thousand of the First Mortgage Bonds of the Chicago and Great Western Railroad Company and covers all its lands acquired and to be acquired, and all its buildings, railroad, bridges and other structures built and to be built, and all its terminal facilities, yards, shops, rolling stock and motive power and all its other real and personal property of every description within the County of Cook, in said State of Illinois and all its income, tolls and franchises as provided in its mortgage.

Said bonds are each for one thousand dollars and are numbered respectively from one to four thousand, inclusive, and bear even date herewith and are issued under and secured by an indenture of Trust and Mortgage dated May 1st, A. D. 1886, executed between said Company and said Trustees and recorded according to the laws of Illinois prior to the certification of this bond.

All the provisions of said trust deed are expressly made by said indenture and are hereby declared to be part of this bond and of every coupon hereto attached. Recourse shall never be had for payment of this bond or any of its coupons to any individual liability of any stockholder in said Company.

This bond is not to be valid unless and until certified by the signatures of both the Trustees above named and countersigned by The Farmers' Loan and Trust Company, its registrar. The Wisconsin Central associated lines, comprising following corporations, viz: the Chicago, Wisconsin and Minnesota, the Milwaukee and Lake Winnebago, the Wisconsin Central, the Wisconsin and Minnesota, and the Minnesota, Saint Croix and Wisconsin Railroad Companies, have by agreement of even date herewith jointly guaranteed the payment of the interest upon this bond when and as said interest becomes due.

IN WITNESS WHEREOF, the Chicago and Great Western Railroad Company has caused its Common Seal to be hereto affixed and this

Chicago & Great Western R. R. Co., 1886.

bond to be signed by its President and Assistant Secretary and countersigned by The Farmers' Loan and Trust Company, its registrar, this first day of June, A. D. 1886.

.....  
*President.*

.....  
*Asst. Secretary.*

Countersigned by  
THE FARMERS' LOAN AND TRUST COMPANY,  
*Registrar.*

By.....  
*Vice-President.*

\$25.

THE CHICAGO AND GREAT WESTERN RAILROAD COMPANY will pay at its office in the City of New York, N. Y., on the first day of June, 1936, on surrender of this coupon in gold coined money of the United States, the sum of twenty-five dollars, being six months' interest due that day on its First Mortgage Bond No. . . . Coupon No. 100.

CHAS. L. COLBY,  
*Treasurer.*

\$25,

THE CHICAGO AND GREAT WESTERN RAILROAD COMPANY will pay at its office in the City of New York, N. Y., on the first day of Dec., 1935, on surrender of this coupon in gold coined money of the United States, the sum of twenty-five dollars, being six months' interest due that day on its First Mortgage Bond No.....  
Coupon No. 99.

CHAS. L. COLBY,  
*Treasurer.*

(Endorsed.)

TRUSTEES' CERTIFICATE.

We certify that this bond is one of the First Mortgage Bonds of the Chicago and Great Western Railroad Company and is entitled to the benefits of the Trust deed to us, Dated May first, A. D. 1886, as therein declared, and that said Trust deed is duly recorded according to law in the State of Illinois.

..... }  
..... } *Trustees.*



Chicago & Great Western R. R. Co., 1886.

This bond is registered on the books of the Company in New York, N. Y., in the name of.....of.....  
.....this.....day....., A. D.  
18.....

THE FARMERS LOAN AND TRUST COMPANY,  
*Registrar.*

.....  
*President.*

NOTICE! Nothing can be written on this bond except by one of the Trustees or their Register without impairing its negotiability.

DATE OF REGISTRY. | IN WHOSE NAME REGISTERED. | TRANSFER AGENT.

\$1,000.

UNITED STATES OF AMERICA.

STATE OF ILLINOIS.

No.....No.....

CHICAGO AND GREAT WESTERN RAILROAD COMPANY.

\$1,000. \$1,000.

SECOND MORTGAGE.

FIVE PER CENT. FIFTY YEAR GOLD TERMINAL BOND.

The Chicago and Great Western Railroad Company, a corporation duly existing under the laws of the State of Illinois, hereby acknowledges itself to be indebted to John A. Stewart and Edwin H. Abbot, Trustees, in the sum of One Thousand Dollars in the Gold-Coins money of the United States, which sum said Railroad Company promises to pay to said Trustees, their survivor, and successors, or to the registered holder hereof, or, if this bond be unregistered, to the bearer hereof on the first day of June, A. D. 1936. This Bond draws interest from the first day of June, A. D. 1886, until the same is paid, at the rate of five per centum per annum, payable at the office of the Company in the City, County and State of New York on presentation and surrender of the annexed coupons as they severally become due according to their tenor.

It shall, unless this bond is registered, pass by delivery; but, if registered, then by transfer recorded in the books of said Company by the registered holder. After registration of ownership is certified on this bond, no transfer, except and until recorded in its books, shall be valid unless the last previous transfer shall have been made to bearer. This bond is subject to successive registra-

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Chicago & Great Western R. R. Co., 1886.

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tions and transfers to bearer at the option of its lawful owner. This bond is one of Four Thousand of the Second Mortgage Bonds of The Chicago and Great Western Railroad Company and covers all its land acquired and to be acquired, and all its railroad, bridges and other structures built and to be built and all its terminal facilities, yards, shops, rolling stock and motive power, and all its other real and personal property of every description within the County of Cook, in said State of Illinois, and all its income, tolls and franchises as provided in its mortgage, subject, however, to the prior lien of four million dollars first mortgage bonds of even date herewith, and interest, costs and expenses, if any, thereon accruing until fully paid.

Said bonds are each for one thousand dollars and are numbered respectively from one to four thousand, inclusive, and bear even date herewith and are issued under and secured by an indenture of Trust and Mortgage, dated May 1st, A. D. 1886, executed between said Company and said Trustees and recorded according to the laws of Illinois prior to the certification of this bond.

All the provisions of said Trust Deed are expressly made by said indenture and are hereby declared to be part of this bond and of every coupon hereto attached. Recourse shall not be had for payment of this bond or any of its coupons to any individual liability of any stockholder in said Company. This bond is not to be valid unless and until certified by the signatures of both the Trustees above named and Countersigned by The Farmers' Loan and Trust Company, its registrar.

IN WITNESS WHEREOF, the Chicago and Great Western Railroad Company has caused its Common Seal to be hereto affixed and this bond to be signed by its President and Assistant Secretary and Countersigned by The Farmers' Loan and Trust Company, its Registrar, this first day of June, A. D. 1886.

.....  
*President.*

.....  
*Assistant Secretary.*

Countersigned by

THE FARMERS' LOAN AND TRUST COMPANY,

By .....

*Vice President.*

Chicago & Great Western R. R. Co., 1886.

\$25.

THE CHIGAGO AND GREAT WESTERN RAILROAD COMPANY will pay at its office in the City of New York, N. Y., on the first day of June, 1936, on surrender of this coupon, in gold coined money of the United States, the sum of Twenty-five Dollars, being six months' interest, due that day on its second mortgage bond No.....

Coupon No. 100.

CHAS. L. COLBY,  
*Treasurer.*

\$25.

THE CHICAGO AND GREAT WESTERN RAILROAD COMPANY will pay at its office in the City of New York, N. Y., on the first day of Dec. 1935, on surrender of this coupon in gold coined money of the United States, the sum of Twenty-five Dollars, being six months' interest due that day on its second mortgage bond No.....

Coupon No. 99.

CHAS. L. COLBY.  
*Treasurer.*

(Endorsed.)

TRUSTEES' CERTIFICATE.

We certify that this bond is one of the second mortgage bonds of the Chicago and Great Western Railroad Company and is entitled to the benefits of the Trust Deed to us dated May first, A. D. 1886, as therein declared and that said Trust Deed is duly recorded according to law in the State of Illinois.

.....

..... } *Trustees.*

This bond is registered on the books of the company in New York, N. Y., in the name of.....this  
..... day.....A. D. 18.....

THE FARMERS' LOAN AND TRUST COMPANY,  
*Registrar.*

.....  
*President.*

NOTICE.

Nothing can be written on this bond except by one of the trustees or their register without impairing its negotiability.

DATE OF REGISTRY. | IN WHOSE NAME REGISTERED. | TRANSFER AGENT.



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Chicago & Great Western R. R. Co., 1886.

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At a special meeting of the stockholders of the Chicago and Great Western Railroad Company called by the directors thereof, for the purpose of acting upon the matters covered by the orders and resolutions hereinafter set forth, and for the purpose of enabling this corporation to borrow such sums of money as may be necessary for completing, furnishing, improving and operating its railroad, and of securing the payments of debts contracted by said corporation for the purposes aforesaid, and held by and after notice duly given to and served upon and published, according to the laws of Illinois and the by-laws of said corporation, all the stockholders of the Chicago and Great Western Railroad Company, to wit: the holders of eighty thousand (80,000) shares thereof, met at the office of said company in Room 415, No. 164 Dearborn street, in the First National Bank Building, so-called, situate on the corner of Monroe street and Dearborn street, in the City of Chicago and County of Cook and State of Illinois, at ten o'clock A. M. of Saturday, the first (1st) day of May, A. D. eighteen hundred and eighty-six (1886). The holders of all the shares of the entire capital stock, to wit: eight millions of dollars (\$8,000,000) at its face value, of the Chicago and Great Western Railroad Company were present in person or represented by proxy duly furnished to the secretary of said meeting; and thereupon said stockholders declared that they accepted and acknowledged full, due and lawful notice of said meeting and of the purposes for which the same was convened. Thereupon the following resolutions were unanimously adopted, the holders of more than two-thirds ( $\frac{2}{3}$ ) in amount of the stock of such corporation concurring therein and voting for the passage of the following orders and resolutions.

*Voted.* That the directors of this corporation be, and they hereby are, authorized, and that the president and secretary of said corporation be, and they hereby are, authorized to sign, seal, execute and deliver, under the seal of and in behalf of this corporation, to John A. Stewart of the City, County and State of New York and Edwin H. Abbot of the City and County of Milwaukee and State of Wisconsin, as Trustees, the indenture of trust

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Chicago & Great Western R. R. Co., 1886.

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and mortgage herewith submitted to this meeting, dated this first (1st) day of May, A. D. eighteen hundred and eighty-six (1886), and securing the issue of eight thousand (8,000) bonds, each for the sum of one thousand dollars (\$1,000) face value, being an amount of bonds not exceeding the amount of the capital stock of this company, by which indenture this corporation conveys all its Cook County terminals, yard and other property therein described, within the County of Cook and State of Illinois, built and to be built, acquired and to be acquired, for its railroad purposes and terminal accommodation therein, together with all its revenues, real and personal property, rights, privileges and franchise whatsoever, income, choses in action, as well as choses in possession, to said John A. Stewart and Edwin H. Abbot aforesaid, as trustees, to secure the punctual payment, both principal and interest, of and upon four thousand (4,000) first mortgage terminal bonds, each for the sum of one thousand dollars (\$1,000) and amounting in all to four millions of dollars (\$4,000,000) face value, and upon four thousand (4,000) second mortgage terminal bonds, each for the sum of one thousand dollars (\$1,000) and amounting in all to four millions of dollars (\$4,000,000) face value; each of said eight thousand (8,000) bonds being payable in fifty (50) years from and after the first (1st) day of June, A. D. eighteen hundred and eighty-six (1886), and drawing interest at the rate of five (5) per centum per annum, payable semi-annually on the first (1st) days of December and June in each year, from and after the first (1st) day of June, A. D. eighteen hundred and eighty-six (1886), in gold coined money of the United States of America of present standard gauge and purity. Said four thousand (4,000) first mortgage terminal bonds, both principal and interest, having a prior lien to and over said four thousand second mortgage terminal bonds, but otherwise being substantially of like form and terms, excepting that the payment, when and as the interest coupons on said four thousand (4,000) first mortgage terminal bonds become due, is guaranteed jointly by the Wisconsin Central Associated lines, so called,



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Chicago & Great Western R. R. Co., 1886.

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*Voted.* That said John A. Stewart and Edwin H. Abbot be, and they hereby are, requested to act as trustees in and under the said indenture of trust and mortgage, dated May first (1st), A. D. eighteen hundred and eighty-six (1886), and in the eight thousand (8,000) bonds of this company secured thereunder and dated June first (1st), A. D. eighteen hundred and eighty-six (1886); and that said Stewart and Abbot be, and they hereby are, requested to accept delivery of said indenture of trust and mortgage of this company, so as aforesaid authorized to be executed to them.

*Voted.* That the form of indenture of trust and mortgage dated the first (1st) day of May, A. D. eighteen hundred and eighty-six (1886), and the form of first mortgage terminal bonds and the form of second mortgage terminal bonds, both secured under said indenture, and both dated June first (1st), A. D. eighteen hundred and eighty-six (1886), and herewith submitted, and hereinafter to be recorded in the records of this company, are hereby approved and adopted.

Thereupon the result of the vote thereon having been declared, and the same having been accepted and ratified by unanimous vote of the stockholders of this company, the directors of said company were convened, and a quorum for the transaction of business being present, the board adopted, ratified and confirmed, as the action of the board of directors, the votes of the stockholders hereinbefore set forth, and directed the secretary to cause said indenture of trust and mortgage, after the same shall have been duly executed by the president and secretary under the seal of this corporation, and accepted by said trustees, and properly acknowledged, to be recorded in the office of the recorder of deeds of Cook County, wherein all the property covered by said indenture of trust and mortgage is situate, and also to be recorded in the office of the Secretary of State of the State of Illinois.

A true record,

Attest:

HOWARD MORRIS,

*Assistant Secretary of the Chicago and  
Great Western Railroad Company.*



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Chicago & Great Western R. R. Co., 1886.

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STATE OF ILLINOIS, }  
COUNTY OF COOK. } ss.

I, HOWARD MORRIS, Assistant Secretary of the Chicago and Great Western Railroad Company, do hereby certify that the above and foregoing is a true and correct transcript and copy of and from the records of the Chicago and Great Western Railroad Company, which are now in my possession and under my control as such officer of such corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said company this twenty-eighth (28th) day of May, A. D. eighteen hundred and eighty-six (1886.)

HOWARD MORRIS,

*Assistant Secretary of the Chicago and  
Great Western Railroad Company.*

Chicago and Great Western Corporate Seal Railroad Company.
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Filed in the office of the Secretary of State of Illinois, May 29th, 1886.

Filed in the office of the Recorder of Cook County, Illinois, May 29th, 1886.

## FIRST MORTGAGE.

CHICAGO AND NORTHERN PACIFIC RAILROAD COMPANY.

[April 1st, 1890.]

THIS INDENTURE, made this first day of April, A. D. one thousand eight hundred and ninety, by and between the CHICAGO AND NORTHERN PACIFIC RAILROAD COMPANY, a corporation duly created, organized and existing under and by virtue of the laws of the State of Illinois, party of the first part, hereinafter called the RAILROAD COMPANY, and THE FARMERS' LOAN AND TRUST COMPANY, in the City of New York, a corporation duly created, organized and existing under and by virtue of the laws of the State of New York, hereinafter called the TRUSTEE,

WHEREAS, The Railroad Company, in the due exercise of the powers conferred upon it by law, has acquired by deed from John P. Neal and Marguerite L. Neal, his wife, and now owns and possesses certain lands and premises, situated at the corner of Harrison street and Fifth avenue, in the City of Chicago, in the State of Illinois, and generally described as Block Eighty-eight (88) and the North half of Block Eighty-seven (87) in the School Section Addition to the said City of Chicago, being a subdivision of Section Sixteen (16) Township Thirty-Nine (39) North, Range Fourteen (14) East of the Third (3rd) Principal Meridian; with the stations and other buildings, railway tracks, terminal facilities and improvements erected thereon, which said lands, premises, stations, facilities and improvements are subject, however, to a purchase money mortgage to the City of Chicago, dated the twenty-first day of March, A. D. 1888, to secure an indebtedness of six hundred and fifty thousand dollars (\$650,000), bearing interest at the rate of five (5) per centum per annum, payable semi-annually on the first day of May and the first day of November in each year until paid, and maturing on the first day of May, A. D. 1938; and

WHEREAS, The Railroad Company has also acquired and now

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Chicago & Northern Pacific R. R. Co., 1890.

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owns, holds and possesses, maintains and operates all of the railways and all the property, real and personal, of every kind and description, formerly belonging to the following railway corporations created, organized and existing under and by virtue of the laws of the State of Illinois, namely: the Chicago and Great Western Railroad Company, the Bridgeport and South Chicago Railroad Company, and the Chicago, Harlem and Batavia Railway Company; and has also acquired, and is now vested with all the rights, franchises, ordinances and privileges of every kind and description formerly exercised by or belonging to the said railway corporations, and each of them; and

WHEREAS, The property, acquired as aforesaid from the Chicago and Great Western Railroad Company, is subject to a certain mortgage or deed of trust, bearing date the first day of May, A. D. 1886, executed by the said Railroad Company to John A. Stewart and Edwin H. Abbot, Trustees, to secure an issue of first mortgage bonds by the said Chicago and Great Western Railroad Company to the amount at their par value of four millions of dollars (\$4,000,000), and also an issue of second mortgage bonds to the amount at their par value of four millions of dollars, (\$4,000,000), the bonds of each said issue bearing interest at the rate of five per centum per annum; and

WHEREAS, All of said bonds were duly issued and negotiated in accordance with the terms of said mortgage or deed of trust, and the Railroad Company, under and in accordance with the contracts, made by it for the acquisition of the property of the said Chicago and Great Western Railroad Company, has acquired all of said second mortgage bonds and all of said first mortgage bonds, except first mortgage bonds at their par value amounting to the sum of three hundred and ninety-nine thousand dollars (\$399,000), which are now outstanding and not owned or controlled by the Railroad Company; and has caused all the said bonds, acquired by it as aforesaid, to be duly canceled and delivered to said John A. Stewart and Edwin H. Abbot, Trustees as aforesaid; and

WHEREAS, The Railroad Company proposes to extend, complete



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Chicago & Northern Pacific R. R. Co., 1890.

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and develop the railway lines, terminal facilities and properties now owned and possessed by it, acquired as aforesaid, and hereinafter more particularly described, and to exercise the franchises and privileges pertaining thereto; and

WHEREAS, The Railroad Company, by Indenture bearing even date herewith, proposes to make a lease of all its property and corporate rights and franchises to the Wisconsin Central Company and the Wisconsin Central Railroad Company, corporations organized and existing under the laws of the States of Wisconsin and Minnesota, upon certain terms, and reserving certain rentals as in said Indenture particularly stated; and

WHEREAS, The Railroad Company from time to time hereafter may make other leases of, or grant running rights over, its said properties to other railway corporations, seeking entrance into the City of Chicago, upon terms not inconsistent with the provisions of the aforesaid lease to the said Wisconsin Central and Wisconsin Central Railroad Companies; and

WHEREAS, The Railroad Company desires to provide for the payment and discharge of all the obligations incurred by it in the purchase of the said several above described lands, premises, stations, buildings, terminal facilities, railways and properties acquired by it as aforesaid, and to provide for the finishing and completing of the stations, depots and other improvements now in process of erection upon the said above described lands and premises, and now projected upon, or in connection with the said railway lines and terminal facilities aforesaid; and to provide funds for the exercise of the franchises and privileges, acquired by it from the said several railway corporations, as well as for the exercise of the rights and powers, specially conferred upon it by its own Articles of Incorporation, and also desires to provide for the payment and discharge of the said indebtedness to the City of Chicago, secured by the purchase money mortgage above described, at or before the maturity thereof, and for the payment, discharge or retirement of the said outstanding first mortgage bonds of the Chicago and Great Western Railroad Company, and to provide such funds as may be

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Chicago & Northern Pacific R. R. Co., 1890.

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necessary for the equipment, maintenance and operation of its railways and property, and for the other purposes hereinafter expressed; and

WHEREAS, For the purposes aforesaid and hereinafter in this Indenture more fully expressed, the Railroad Company has, by due action of its Stockholders and Board of Directors at meetings duly convened according to law, in the City of Chicago, State of Illinois, on the twenty-ninth day of March, A. D. 1890, determined to make and issue its first mortgage bonds to an amount not exceeding in the aggregate of the principal thereof the sum of thirty millions of dollars (\$30,000,000), payable at the office of the Railroad Company, in the City of New York, on the first day of April, A. D. 1940, in gold coin of the United States of America, of or equal to the present standard of weight and fineness, bearing interest at the rate of five (5) per centum per annum, payable semi-annually on the first day of April and the first day of October in each and every year, according to the tenor of the coupons or interest warrants thereto annexed, free from any and all taxes, that may be required by any present or future laws of the United States of America, or of the State of Illinois, to be deducted from said principal or interest, numbered consecutively from one to thirty thousand, each of said bonds to be duly executed under the seal of the Railroad Company, signed by its President or Vice-President and attested by its Secretary or Assistant Secretary, and the interest coupons thereto annexed to be authenticated by or with the engraved signature of its Treasurer; and

WHEREAS, In order to secure the payment of the principal and interest of all said bonds equally and ratably without priority or distinction, irrespective of the date of the issue of the same, the Railroad Company has, by due action of its Stockholders and Board of Directors, as aforesaid, determined to execute and deliver this mortgage or deed of trust, and has further determined that each of said bonds shall be certified by the Trustee, which certificate shall be conclusive, and the only proof that the same is secured by this Indenture, and that each of said bonds shall be substantially as follows, that is to say:



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Chicago & Northern Pacific R. R. Co.. 1890.

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[FORM OF BOND.]

UNITED STATES OF AMERICA,

STATE OF ILLINOIS.

No.

\$1,000.

CHICAGO AND NORTHERN PACIFIC RAILROAD COMPANY. FIRST MORT-  
GAGE, FIVE PER CENT. FIFTY YEAR, GOLD BOND.

The Chicago and Northern Pacific Railroad Company, a railroad corporation organized under the laws of the State of Illinois, for value received hereby acknowledges itself indebted unto the bearer of this bond or, if this bond be registered, to the registered holder thereof, in the sum of one thousand dollars, which it hereby promises to pay in United States gold coin of the present standard of weight and fineness on the first day of April A. D. 1940, at its office in the City of New York, with interest thereon from the first day of April A. D. 1890 at the rate of five per centum per annum, payable semi-annually on the first days of April and October on the presentation and surrender of the annexed coupons as they severally become due; such interest to be paid either in gold coin as aforesaid in New York, or in pounds sterling or reichsmark at its agencies in London, Berlin and Frankfort o/M, at bearer's election, as specified in said coupons.

All payments upon this bond both of principal and interest shall be made without deduction for any tax or taxes that said Railroad Company may be required to pay or to retain therefrom by any present or future laws of the United States of America or of the State of Illinois, said Railroad Company hereby covenanting and agreeing to pay any and all such tax or taxes.

This bond is one of a series of thirty thousand bonds all of the same tenor and date, numbered consecutively from one upwards and equally secured by a mortgage or deed of trust duly executed and delivered by the said Railroad Company to The Farmers' Loan and Trust Company, of New York, as Trustee, bearing even date with this bond and covering the franchises and the real and per-



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Chicago & Northern Pacific R. R. Co., 1890.

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sonal property of the said Railroad Company as therein described, to all the provisions of which mortgage or deed of trust this bond and each coupon hereto attached are subject. The principal of this bond may, in case of default in the payment of the interest thereon, become due and payable before maturity, upon the terms in said mortgage provided. This bond, if unregistered, shall pass by delivery, but, if registered, by transfer upon the books of said Railroad Company in the City of New York.

After registration of ownership properly certified hereon, no transfer except and until recorded on the said books shall be valid, unless the last previous transfer shall have been to bearer, which shall restore transferability by delivery; and this bond shall continue subject to successive registrations and transfers to bearer at the option of each holder. Or the holder of this bond may at his option surrender the coupons annexed hereto to the said Railroad Company to be canceled and may have this bond registered and such cancellation certified hereon and thereafter this bond shall not be transferable to bearer, but the interest shall be payable to the registered holder hereof on the first days of April and October in each year at the office of the said Railroad Company in the City of New York. This bond shall not be valid until authenticated by the certificate endorsed hereon duly signed by said Trustee or its successor or successors in the trust.

IN WITNESS WHEREOF, the said Chicago and Northern Pacific Railroad Company has caused this bond to be signed in its corporate name by its President or Vice-President and its corporate seal to be hereunto affixed and attested by its Secretary or Assistant Secretary this first day of April, A. D. 1890.

CHICAGO AND NORTHERN PACIFIC RAILROAD COMPANY.

By

[CORPORATE SEAL.]

*Vice-President.*

Attest:

*Assistant Secretary.*

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Chicago & Northern Pacific R. R. Co., 1890.

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## [FORM OF COUPON.]

£ 5. 2. 9.

\$25.

The Chicago and Northern Pacific Railroad Company will pay to bearer as he may elect, either Twenty-five Dollars U. S. gold coin at the Company's office in New York City, or Five Pounds, two shillings and nine pence at its agency in London, or one hundred and five Reichsmark at its agency in Berlin, or Frankfort o/M, on the first day of \_\_\_\_\_, being six months' interest on its First Mortgage Bond No.——

M. 105.

*Treasurer.*

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(Endorsed):

## TRUSTEE'S CERTIFICATE.

IT IS HEREBY CERTIFIED that this bond is one of the series of bonds described in the mortgage or deed of trust therein mentioned, executed by the Chicago and Northern Pacific Railroad Company to the undersigned as Trustee, bearing date the first day of April, A. D. 1890.

THE FARMERS' LOAN AND TRUST COMPANY, *Trustee.*

By

*Vice-President.*

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NOW, THEREFORE, THIS INDENTURE WITNESSETH as follows:

The Chicago and Northern Pacific Railroad Company, in consideration of the premises and of one dollar, to it in hand paid by the Trustee, at or before the execution and delivery of this Indenture, the receipt whereof is hereby acknowledged, and in order to secure the due and punctual payment of the principal and interest of the bonds, to be issued as hereinbefore provided, to an amount not exceeding in the aggregate of the principal thereof thirty millions of dollars (\$30,000,000), has granted, bargained and sold, transferred, assigned, set over, released, conveyed and confirmed, and by this Indenture does grant, bargain and sell, transfer, assign,

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Chicago & Northern Pacific R. R. Co., 1890.

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set over, release, convey and confirm unto The Farmers' Loan and Trust Company as Trustee, and to its successor or successors in the Trust, and its and their assigns forever, all and singular the following described property, to wit :

Block Eighty-eight (88) and the North half of Block Eighty-seven (87) in the School Section Addition to the City of Chicago, State of Illinois, being a subdivision of Section Sixteen (16), Township Thirty-Nine (39) North, Range Fourteen (14) East of the Third (3rd) Principal Meridian, together with the railway tracks, buildings, stations, depots and other improvements situated thereon; also all the railway lines, premises and real and personal property, formerly belonging to the said Chicago and Great Western Railroad Company, which said property includes the railway lines now constructed, beginning at a point of connection with the railway tracks upon said Block Eighty-eight (88), and the North half of Block Eighty-seven (87), in the said School Section Addition to the City of Chicago, above described, extending thence Southerly and Southwesterly across the South branch of the Chicago River North of Twelfth street in said city, thence in a Southerly and Southwesterly direction to Stewart avenue in said city, thence in a general Westerly direction through said City of Chicago to the West line of Section Sixteen (16), in the Town of Cicero, Cook County, State of Illinois; also all the railway lines, premises and real and personal property, formerly belonging to the said Bridgeport and South Chicago Railroad Company, which said property now includes lands, railways and terminal facilities, forming part of a line of railway not yet completed, beginning at a point of connection with the line of railway formerly belonging to the Chicago and Great Western Railroad Company at or near Rebecca street in the City of Chicago, and extending thence in a general Southerly and Easterly direction to the Southern and Eastern limits of the County of Cook in the State of Illinois; and also all the railway lines, premises and real and personal property, formerly belonging to the Chicago, Harlem and Batavia Railway Company, which property includes the railway lines, commencing



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Chicago & Northern Pacific R. R. Co., 1890.

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at a point of junction with the railway lines, formerly belonging to the said Chicago and Great Western Railroad Company, at or near Crawford avenue in the City of Chicago, extending thence Northerly to a point at or near West Randolph street in said city; thence in a general Westerly direction to a connection with the railway line of the Chicago and Wisconsin Railroad Company in the County of Cook, State of Illinois, with a branch line running in a general Southerly direction to a point at or near Des Plaines avenue, in said County of Cook, State of Illinois, together with all the corporate rights, franchises, ordinances and privileges of the said several railway corporations, connected with or appurtenant to the construction, maintenance and operation of the said above described railway lines.

Together with all the lands, tenements, hereditaments, easements and appurtenances belonging or in anywise appertaining thereto, and all the railways, ways and rights of way, depot grounds tracks, bridges, viaducts, culverts, fences and other structures, depots, station houses, engine houses, car houses, freight houses, wood-houses, elevators, warehouses, power plants, machine and repair shops and their equipment, water tanks, turn-tables, superstructures, erections, buildings and fixtures, belonging to or connected with said lines of railway, hereinbefore particularly described, or the business thereof; also all locomotives, tenders, cars, and other rolling stock, equipment, rails, ties, fastenings, switches, side tracks, machinery, tools and implements, now owned by the Railroad Company, or hereafter acquired for use upon said railway lines; also all corporate rights, privileges, immunities, franchises and ordinances now held, possessed, or hereafter acquired by the Railroad Company, connected with or relating to the construction, operation, maintenance, use or enjoyment of said railway lines; also all other lands, leaseholds, premises and properties, real or personal, of whatever kind or description, now owned, or which may hereafter be acquired by the Railroad Company by the use of the bonds hereby secured or the proceeds thereof; also the Indenture of Contract and Lease bearing even date herewith, intended

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Chicago & Northern Pacific R. R. Co., 1890.

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to be executed forthwith upon the execution of this Indenture, made between the Railroad Company, party of the first part, and the Wisconsin Central Company and the Wisconsin Central Railroad Company, parties of the second part, and also all other leases and contracts, hereafter made by the Railroad Company with other railway corporations for rights over or upon the lines of railway, hereinbefore particularly described; *subject*, however, to the said purchase money mortgage to the City of Chicago upon said Block Eighty-eight (88), and the North half of Block Eighty-seven (87) in the School Section Addition to the said City of Chicago, and the depots, buildings, erections and improvements thereon, to secure the said sum of six hundred and fifty thousand dollars (\$650,000) and interest; and *subject further* to the lien of the said mortgage or deed of trust, given by the said Chicago and Great Western Railroad Company to John A. Stewart and Edwin H. Abbot, Trustees, dated the first day of May, A. D. 1886, hereinbefore more particularly described, under which only bonds of the par value of three hundred and ninety-nine thousand dollars (\$399,000) are now outstanding as aforesaid.

TO HAVE AND TO HOLD the said lands, premises, stations, facilities, railways, property, appurtenances, estates, rights, titles, interests, privileges, immunities and franchises unto The Farmers' Loan and Trust Company, in the City of New York, its successor or successors, forever;

IN TRUST, NEVERTHELESS, for the equal, *pro rata*, benefit and security of all and every the persons or corporations, who may be or become holders of any of the said bonds hereby secured, without any preference or priority of one bond over another, or others, by reason of priority in the time of issue or negotiation thereof, or otherwise, and for the uses and purposes hereinafter declared and expressed.

It is hereby expressly covenanted and agreed by and between the parties hereto, the Railroad Company covenanting as well for itself as for its successor or successors and assigns, and the Trustee covenanting as well for itself as for its successor or successors in the



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trust, that the said above described lands, premises, railroad property, rights, franchises and appurtenances are to be held by the Trustee upon and for the trusts, uses and purposes following, that is to say:

ARTICLE I.—The bonds to be issued under and secured by this Indenture shall not exceed, in the aggregate of the principal thereof, the sum of thirty millions of dollars (\$30,000,000), and all the said bonds shall forthwith be executed by the Railroad Company and delivered to the Trustee.

It shall be the duty of the Trustee from time to time to certify the said bonds, and re-deliver the same to the Railroad Company for issue, or to use and apply the same as hereinafter in the next succeeding article of this Indenture provided.

ARTICLE II.—(a.) Eighteen thousand eight hundred and fifty (18,850) bonds shall be immediately certified by the Trustee and re-delivered to the Railroad Company to be issued and used by it in payment for the lands, premises and railway property, heretofore acquired by it, as aforesaid, by deed from John P. Neal and Marguerite L. Neal, his wife, and from the Chicago and Great Western Railroad Company, the Bridgeport and South Chicago Railroad Company and the Chicago, Harlem and Batavia Railway Company, in accordance with the covenants and obligations on the part of the Railroad Company, contained in its subsisting contracts for the acquisition of the said lands, premises and railway property.

(b.) Six hundred and fifty (650) bonds shall be reserved and held by the Trustee to provide for the payment or discharge of the principal and interest of the said indebtedness to the City of Chicago of six hundred and fifty thousand dollars (\$650,000), secured by the said purchase money mortgage, hereinbefore described. The Trustee shall certify and deliver to the Railroad Company the said bonds, by this subdivision of this article reserved, whenever it shall be required to do so by resolutions of the Boards of Directors of the Railroad Company and of the Northern Pacific Railroad Company, requesting such certification and delivery for the purpose of paying, or otherwise retiring or refunding the said indebtedness to the City of Chicago, and



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showing the terms upon which the said bonds are to be used, or the prices at which they are to be sold, and their proceeds applied.

(c.) Three hundred and ninety-nine (399) bonds shall be reserved and held by the Trustee for the purpose of providing for the purchase, payment or retirement of the said first mortgage bonds of the Chicago and Great Western Railroad Company, now outstanding as aforesaid to the amount of three hundred and ninety-nine thousand dollars (\$399,000), which said bonds so reserved shall from time to time be certified by the Trustee and delivered to the Railroad Company, upon delivery to the Trustee in exchange therefor of an amount of the said first mortgage bonds of the Chicago and Great Western Railroad Company, equal at their par value to the amount of said bonds, so from time to time certified and delivered, *provided, however*, that the said Trustee shall, whenever requested so to do by resolutions of the Boards of Directors of the Railroad Company and of the Northern Pacific Railroad Company, from time to time certify and itself sell the bonds, by this subdivision of this article reserved, at such prices and in such amounts as shall be prescribed in said resolutions, and apply the proceeds thereof to the purchase of the said outstanding bonds of the Chicago and Great Western Railroad Company at such prices as shall in said resolutions be designated and approved.

(d.) One thousand bonds shall be immediately certified by the Trustee and re-delivered to the Railroad Company to be used or sold, if necessary, with the approval of the Board of Directors of the Northern Pacific Railroad Company, to provide funds for the payment of interest upon the outstanding bonds, secured hereby, so far as such interest cannot be paid from the rentals and net earnings of the Railroad Company, applicable thereto, down to and including the first day of April, A. D. 1893, and any balance of said bonds thereafter remaining may be used, sold or otherwise applied by it for and to such uses and purposes as may be determined by its Board of Directors and the Board of Directors of the Northern Pacific Railroad Company.

(e.) All the remaining bonds, to wit: nine thousand one hundred

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and one (9,101), shall be certified by the Trustee and delivered to the Railroad Company at such times and in such amounts as shall be required by resolutions of the Boards of Directors of the Railroad Company and of the Northern Pacific Railroad Company.

In all cases the resolutions of the Boards of Directors of the Railroad Company and of the Northern Pacific Railroad Company, whenever required, as aforesaid, shall be conclusive authority to the Trustee for the certification and delivery of the said bonds.

ARTICLE III.—The Railroad Company hereby covenants and agrees to use and expend the bonds, certified and delivered to it under subdivision (e) of Article II. of this Indenture, and the proceeds thereof, for the improvement, maintenance or betterment of the lands, premises, railways and other property, conveyed by this Indenture, or for the completion, erection or construction of buildings, warehouses, elevators, depots, stations, engine houses, power plants, machine and repair shops and their equipment, tracks, bridges, viaducts, culverts and other permanent improvements and facilities, terminal and otherwise, connected therewith, or for the acquisition or purchase of rolling stock and equipment, the maintenance, replacement and operation of its railway lines, or for the purchase or acquisition of other lands, premises, railway lines, buildings or properties, which may be used in connection with and as a part of the railway lines, premises and property, hereby conveyed; and to the extent that such additional lands, premises, railway lines, buildings or properties are acquired by the use of the said bonds, or the proceeds thereof, they shall be brought within and become subject to the lien created by this Indenture, as a first lien thereon, but it is expressly declared to be the intention of this Indenture that it shall not apply or extend to or create a lien upon any property, hereafter acquired by the Railroad Company, except such as shall be acquired by the use of the bonds to be secured by this Indenture or of the proceeds thereof.

It is further covenanted and agreed that the Railroad Company shall promptly, from time to time, convey to the Trustee by proper trust deed or mortgage, as hereinafter provided in Article XVIII.



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of this Indenture, all lands, premises, railway lines, buildings or properties, that may hereafter be purchased or acquired by the use of the said bonds or of the proceeds thereof.

It is further covenanted and agreed by and between the parties hereto, that the Railroad Company shall be at liberty to pay or otherwise discharge or refund the said indebtedness of six hundred and fifty thousand dollars (\$650,000), principal and interest, secured by the said purchase money mortgage to the City of Chicago, and to purchase or otherwise acquire any of the said outstanding first mortgage bonds of the Chicago and Great Western Railroad Company by the use of its resources other than the said bonds in subdivisions (*b*) and (*c*) of Article II. of this Indenture reserved or their proceeds; and if the said indebtedness to the City of Chicago shall be paid, discharged or otherwise converted or refunded by the Railroad Company without the use of the bonds heretofore reserved for that purpose by said subdivision (*b*), then and in that event the Trustee shall, upon demand of the Railroad Company and of the Northern Pacific Railroad Company, to be evidenced by resolutions of their Boards of Directors, and upon the production of satisfactory evidence of the discharge and cancellation of the said purchase money mortgage, securing the said indebtedness, certify and deliver to the Railroad Company, the said bonds, by said subdivision (*b*) reserved as aforesaid, to be used by the Railroad Company for its general corporate purposes. And in case the Railroad Company shall, without the use of the bonds by said subdivision (*c*) of Article II. of this Indenture reserved, purchase or acquire any of the said outstanding first mortgage bonds of the said Chicago and Great Western Railroad Company, the Trustee shall, upon the production and delivery to it of any of the said bonds so purchased or acquired, from time to time certify and deliver to the Railroad Company an equal amount of the said bonds, by said subdivision (*c*) reserved, to be used by the Railroad Company for its general corporate purposes.

If the bonds, hereinbefore, in said subdivisions (*b*) and (*c*) reserved, shall not be sufficient for the purposes therein expressed,



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after having been sold, used or otherwise applied thereto, as in said subdivisions provided, then and in that event the Trustee shall certify and deliver to the Railroad Company, when required so to do by resolutions of its Board of Directors, and of the Board of Directors of the Northern Pacific Railroad Company, such of the bonds in subdivision (e) of Article II. enumerated, then remaining in the hands of the Trustee, as shall be required to accomplish the said purposes in said subdivisions (b) and (c) expressed, so far as then unfulfilled.

ARTICLE IV.—It is hereby mutually covenanted and agreed that, whenever from time to time any of the said outstanding first mortgage bonds of the Chicago and Great Western Railroad Company shall be acquired by the Railroad Company and delivered to the Trustee, or purchased by the Trustee, under and in accordance with the provisions in this Indenture contained, the Trustee shall thereupon cancel the said bonds, and from time to time, as so received, purchased and canceled, deliver the same to John A. Stewart and Edwin H. Abbot, Trustees under the said mortgage or deed of trust, securing the same, hereinbefore described, or to the survivor of them or his or their successor or successors in the trust.

And when all of said bonds have been canceled, the Railroad Company hereby further covenants and agrees to cause the said mortgage or deed of trust to be duly canceled and discharged of record.

ARTICLE V.—The Railroad Company hereby covenants and agrees to pay to the lawful holder of each and every the bonds, secured by this Indenture, the principal thereof and the interest thereon, in accordance with the tenor of the said bonds and of the coupons annexed thereto, when and as the same shall respectively become due and payable, free from any and all taxes, that may be required by any present or future laws of the United States of America or of the State of Illinois to be deducted from either the principal or interest of said bonds. The Railroad Company further covenants and agrees to pay all and every the lawful taxes that

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may at any time be assessed by any lawful authority upon the premises hereby conveyed and every part thereof, when and as necessary to protect the same against the lien of such taxes. The Railroad Company further covenants and agrees to, and does hereby waive the benefit of any extension, stay, appraisement or redemption laws, now existing or that may hereafter exist, of the United States of America, the State of Illinois, and of any other State into which its railway lines may extend.

ARTICLE VI.—It is hereby mutually covenanted and agreed that the Railroad Company may construct, purchase or otherwise acquire and maintain and operate additional railway lines or properties, other than those hereinbefore particularly described, and whenever and to the extent that such additional railway lines or properties shall be constructed, purchased or otherwise acquired without the use of the bonds, or the proceeds thereof, to be issued under and secured by this Indenture, then and in every such case the Railroad Company shall have the right to provide funds for the construction, purchase or acquisition and maintenance and operation thereof by the issue of bonds to be secured by lien, free from the lien of this Indenture, upon the properties so constructed, purchased or otherwise acquired, or by lien, subject to the lien of this Indenture upon the property hereby conveyed, or by such other means as may from time to time be deemed judicious and proper, not impairing the priority of this Indenture upon the property hereby conveyed.

ARTICLE VII.—WHEREAS, The Railroad Company has heretofore agreed to make and enter into an Indenture of Contract and Lease, demising to the Wisconsin Central and Wisconsin Central Railroad Companies for the term of ninety-nine (99) years, all the railways and other property conveyed by this Indenture, and the said Wisconsin Central and Wisconsin Central Railroad Companies have agreed to make and enter into an Indenture of Contract and Lease, demising to the Northern Pacific Railroad Company, for the term of ninety-nine (99) years, all their system of railways, known as the Wisconsin Central System, and also all the railways and



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property to be demised and let to them under the first mentioned Indenture of Contract and Lease from the Railroad Company; and

WHEREAS, The Northern Pacific Railroad Company by the terms of the second above-mentioned Indenture has agreed to assume all the obligations of the Wisconsin Central and Wisconsin Central Railroad Companies under the said first above mentioned Indenture; and

WHEREAS, The said first mentioned Indenture of Contract and Lease, as heretofore agreed upon, is by its terms to be dated simultaneously with, and to be expressly subject to this Indenture, and to be executed, entered into and delivered immediately after the execution and delivery of this Indenture; and

WHEREAS, The said Indenture of Contract and Lease from the Wisconsin Central and Wisconsin Central Railroad Companies to the Northern Pacific Railroad Company is by its terms to be dated simultaneously with this Indenture and with the said first mentioned Indenture from the Railroad Company to the Wisconsin Central and Wisconsin Central Railroad Companies, and is to be executed and delivered immediately after the execution and delivery of the said last mentioned Indenture; and

WHEREAS, It has been mutually covenanted and agreed by and between the Railroad Company and the parties to the said above described Indentures of Contract and Lease, that the said first mentioned Indenture of Contract and Lease should be assigned as additional security for the bonds to be issued under this Indenture to the extent hereinafter in this article provided;

NOW, THEREFORE, the Railroad Company hereby covenants and agrees to, and does hereby, assign, transfer and set over unto the Trustee, upon the trusts herein contained, as additional security for the bonds to be issued under this Indenture, the said Indenture of Contract and Lease, to be entered into by it with the said Wisconsin Central and Wisconsin Central Railroad Companies, and all its right, title and interest therein and thereto, and all the rights, benefits, covenants and privileges secured to it thereby and by the



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said Indenture of Contract and Lease from the said Wisconsin Central and Wisconsin Central Railroad Companies to the Northern Pacific Railroad Company, to the extent that the said first mentioned Indenture of Contract and Lease covers the railways, rights and property conveyed by this Indenture and no further; it being hereby expressly declared to be the intention of the parties hereto, that the assignment hereby made shall not extend to, embrace, or in any way affect any railways or other property of the Railroad Company, which may come under the operation of the said Indenture of Contract and Lease last referred to, which are not conveyed by this Indenture or not acquired by the proceeds of the bonds to be issued hereunder: Provided, however, and this assignment is made upon the express condition, that none of the rights, benefits, covenants and privileges, secured to the Railroad Company in and by the said Indentures of Contract and Lease, shall ever be exercised by the Trustee under this Indenture, so long as the Railroad Company is not in default in respect to the payment of the interest upon its bonds, to be issued under this Indenture, or the principal thereof; but, in case any default shall occur by the Railroad Company in the payment of the principal of any of the bonds to be issued under this Indenture, or of the interest thereon, according to the tenor of the coupons annexed thereto, and such default shall continue for the period of sixty days after demand in writing, made by the holders of any of the said bonds or coupons upon the Railroad Company at its office in the City of New York, then, and in every such case, the Trustee shall be vested with and may exercise at its discretion each and every the powers conferred upon the Railroad Company by the said Indentures of Contract and Lease, or either of them, so long as such default continues and no longer, including the power to take whatever steps it may deem expedient or proper, either in its own name or in the name of the Railroad Company, for the collection of the rentals accruing under the said first above-mentioned Indenture of Contract and Lease, and under any and all other then existing leases by the Railroad Company of the property

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hereby conveyed and under any and all then existing sub-leases of said property, and for the application of the same to the payment of the interest upon the bonds hereby secured.

And provided further that, if and whenever the Railroad Company shall make good any such default, subject to the provisions hereafter in this Indenture contained, it shall thereupon be re-vested with all the rights, powers and privileges secured to it by the said Indentures of Contract and Lease, or either of them, as if no such default had ever been made; and, until such default shall occur and continue as aforesaid, the Railroad Company shall possess, exercise and enjoy all the rights, benefits, covenants and privileges secured to it by the said Indentures of Contract and Lease, and each of them, in the same manner and to the same extent as if this assignment had never been made.

It is hereby mutually covenanted and agreed that so long as the Railroad Company is not in default, as in this article provided, or after the removal or waiver of any default that may have occurred, as herein provided, it shall be at full liberty to change or modify the said Indenture of Contract and Lease with the said Wisconsin Central and Wisconsin Central Railroad Companies in any way, which may be agreed upon by and between the parties thereto and the Northern Pacific Railroad Company, excepting only that no change shall ever be made shortening the term of duration of the said Indenture of Contract and Lease, or in any of its terms, whereby the rentals stated or contingent to be paid thereunder to the Railroad Company shall be diminished, or the obligations of the Wisconsin Central and Wisconsin Central Railroad Companies and the Northern Pacific Railroad Company, their respective successors and assigns, in respect to the payment of such rentals and the consequences of any default therein, shall be lessened or impaired, unless such change shall first have been in writing expressly assented to by the Trustee and by a majority of the holders of the bonds to be issued under this Indenture, then outstanding, which assent in writing by the said bondholders may be expressed under their hands and seals or by vote at a meeting held as hereinafter provided.



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It is hereby further mutually covenanted and agreed, in view of the covenants of the Northern Pacific Railroad Company, contained in the said Indenture of Contract and Lease with the Wisconsin Central and Wisconsin Central Railroad Companies, whereby the Northern Pacific Railroad Company assumes all the obligations of the Wisconsin Central and Wisconsin Central Railroad Companies, under the said first above mentioned Indenture of Contract and Lease, between the Railroad Company and the Wisconsin Central and Wisconsin Central Railroad Companies, insuring to the Railroad Company sufficient revenue to provide for the payment of the interest upon the bonds to be issued under this Indenture, that none of the said bonds, except such as are provided to be immediately certified and delivered under and in pursuance of subdivisions (a) and (d) of Article II. of this Indenture, shall ever be certified and delivered to the Railroad Company, except by the consent of the Northern Pacific Railroad Company, to be evidenced by resolutions of its Board of Directors.

It is hereby mutually covenanted and agreed that the property hereby conveyed, and all other property, that may hereafter be acquired by the Railroad Company, which, under the provisions of this Indenture, shall become subject to the lien hereby created, may be leased in whole or in part by the Railroad Company, with the assent of the Northern Pacific Railroad Company, to any person or persons, corporation or corporations whatsoever, desiring to acquire a lease thereof, or to enjoy the terminal or other facilities, or any part thereof, now belonging to or hereafter acquired by the Railroad Company. And that the Railroad Company shall be at full liberty at its discretion, from time to time, and at all times, to make any changes or alterations in, and to surrender, accept the surrender of, change, amend, modify or annul any such leases now existing or hereafter made, except leases of its terminal facilities to railway corporations, whenever it may deem it wise so to do; provided, however, that all leases of its terminal facilities to railway corporations shall be subject to the lien of this Indenture, and shall, upon request of the Trustee



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be assigned to it, in the same manner, and to the same extent, and for the same purposes, as hereinbefore provided in respect to the said Indenture of Contract and Lease between the Railroad Company and the Wisconsin Central and Wisconsin Central Railroad Companies and no further; and provided further, that the Railroad Company, until default in the payment of the interest upon any of the bonds to be issued hereunder, or of the principal thereof, as hereinbefore in this article specified, shall have the same power to make and assent to any changes or modifications in such leases to railway corporations as it has in respect to the said last mentioned Indenture from the Railroad Company to the Wisconsin Central and Wisconsin Central Railroad Companies, and no further.

ARTICLE VIII.—Until default shall be made by the Railroad Company in the payment of the principal or interest of the bonds hereby secured, or any of them, or in respect of some act or thing, covenant or agreement herein required by it to be done, performed or kept, the Railroad Company shall be suffered and permitted to possess, manage, operate and enjoy the said lines of railroad and the appurtenances, and the said lands and other property, and the rights, privileges, immunities and franchises hereinbefore mentioned, and to take and apply to its own use the tolls, incomes, revenues, proceeds, rents, issues and profits thereof, as if this Indenture had not been made.

ARTICLE IX.—In case default shall be made in the payment of any of the interest on any of the bonds issued or to be issued under and secured by this Indenture, or in any requirement herein contained, to be done or kept by the Railroad Company, and if any such default shall continue for the period of six months, then the Trustee may, and upon requisition and indemnity, as hereinafter prescribed in Article XI. of this Indenture, the Trustee shall, personally or by its attorneys or agents, enter into and upon all and singular the said railroads, with the appurtenances, and all other the property and franchises belonging thereto, and hereby conveyed, or meant or intended so to be, and each and every part thereof,

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and wholly exclude the said Railroad Company and its agents therefrom; and have, hold, and use the same as the said Railroad Company could or might do if this Indenture had not been made; operating by its managers, superintendents, receivers, or servants, or other attorneys or agents, the said railroads, and conducting the business thereof, and exercising the franchises pertaining thereto; and making from time to time all repairs and replacements, and such useful alterations, additions and improvements therein and thereto as may seem to be necessary or judicious; and collect and receive all tolls, freights, incomes, rents, issues and profits of the same, and of every part thereof; and after deducting the expenses of operating the said railroads and of conducting the business thereof, and of all the said repairs, replacements, alterations, additions and improvements, and all payments which may be made for taxes, assessments, charges or liens prior to the lien of this Indenture, upon the said premises or any part thereof, as well as a just compensation for its own services, shall apply the money arising, as aforesaid, to the payment of the interest on the bonds, hereby secured, in the order in which such interest shall have become due, ratably, to the persons entitled to such interest; and if, after paying all interest which shall have become due, a surplus shall remain, such surplus, and the property herein mentioned and included, shall be forthwith paid and returned to the said Railroad Company.

ARTICLE X.—In case default shall be made as aforesaid, and shall continue as aforesaid, or in case default be made in the payment of any of the principal of said bonds when the same shall become due, the Trustee may, and upon requisition and indemnity, as in Article XI. of this Indenture prescribed, the Trustee shall, after entry, as aforesaid, or without entry, personally, or by its attorneys or agents, sell and dispose of, subject to the said prior mortgages, so long as they or either of them remain unsatisfied, all and singular the said railroads, and the said leases assigned or to be assigned to it, as hereinbefore provided, with or without entry under said leases, and subject to or free from the estates created by



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said leases or any of them, as to the Trustee shall seem best, and all the estate, right, title and interest of the said Railroad Company in and to the same, with the appurtenances, and all other the property, rights, privileges, immunities and franchises thereto belonging and hereby conveyed, or intended so to be, as an entirety, to the highest and best bidder or bidders, at public auction, in the City of Chicago, State of Illinois, and at such time as it shall appoint, having first given notice of the time and place of such sale, by advertisement, published not less than three times in each week, for six successive weeks, in one or more newspapers printed and published in the cities of Boston, New York, and Chicago, of general circulation in the business communities of said cities, or may adjourn the said sale from time to time in its discretion, and, if so adjourned, make the said sale at the time and place to which the same may be so adjourned; and make and deliver to the purchaser or purchasers of the said railroads, with the appurtenances, and all other the said property, rights, privileges, immunities, and franchises thereto belonging, good and sufficient deed or deeds thereof, in fee simple, which sale, made as aforesaid, shall be a perpetual bar, both in law and in equity, against the said Railroad Company, and all persons claiming or to claim the said described property, or any part thereof, or any interest therein, by, from, through or under it; and after deducting from the proceeds of such sale just allowances for all expenses thereof, including attorneys' and counsel fees, and all other expenses, advances, or liabilities, which may have been made or incurred by it in operating or maintaining the said railroads and property, or in managing the business thereof, while in possession, and all payments, which may have been made by it for taxes or assessments on said lines of railroad, or the appurtenances or other property thereto belonging, or any part thereof, as well as reasonable compensation for its own services, it shall be lawful for the Trustee, and it shall be its duty to apply the residue of the money arising from the said sale to the payment of the principal of the bonds, which shall have been issued under this Indenture and shall then be outstanding and unpaid,



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whether the same shall have previously become due or not, and to the payment of the interest which shall have at that time accrued on the said principal and be unpaid, without discrimination or preference of principal over interest or of interest over principal, but ratably to the aggregate amount of such unpaid principal and accrued and unpaid interest, and if, after satisfaction thereof, a surplus of the said proceeds shall remain, to pay over the same to the Railroad Company, or to such other party or parties as may be entitled thereto.

ARTICLE XI.—In case default shall be made in the payment of any semi-annual installment of interest on any of the said bonds, and if such interest shall remain unpaid and in arrears for the period of six months, or in respect of any requirement, covenant, or agreement herein contained on the part of the Railroad Company to be observed, done, kept or performed, and if any such default shall continue for the period of six months, or in case default shall be made in the payment of the principal of said bonds, then, and in either or any or every such case, it shall be the duty of the Trustee, upon a requisition in writing signed by the holders of not less than one-quarter in amount of the said bonds then outstanding, and upon adequate security and indemnity against all costs, expenses and liabilities to be by the Trustee incurred, to proceed to enforce the rights of the bondholders under this Indenture, either by the exercise of the powers granted by Articles IX. and X. of this Indenture, or of any of said powers, or by a suit or suits in equity or at law in aid of the execution of such powers, or otherwise, as the Trustee, being advised by counsel, shall deem most effectual to enforce such rights, subject to the power hereby declared of a majority in interest of the holders of said bonds that shall be then outstanding, in writing, or by vote at a meeting duly held, to instruct the Trustee to waive any such default, or, upon adequate security and indemnity as aforesaid, to enforce the rights of the bondholders by reason thereof:

PROVIDED, That no action of the Trustee, or of the bondholders in waiving a default, shall extend to, or be taken to apply to, or

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affect any subsequent default, or impair the rights of the Trustee or of the bondholders resulting from such subsequent default, it being understood, and it is hereby expressly declared, that the rights of entry and sale hereinbefore granted are intended as cumulative remedies, additional to all other remedies allowed by law, and that the same shall not be deemed, in any manner whatsoever, to deprive the Trustee, or the beneficiaries under this trust, of any legal or equitable remedy by judicial proceedings, consistent with the provisions of this Indenture, according to the true intent and meaning thereof: PROVIDED ALWAYS, and it is hereby expressly declared and agreed, that no holder or holders of a bond or of any bonds, secured hereby, shall have the right to institute any suit, action or proceeding, in equity or at law, for the foreclosure of this Indenture, or for the execution of the trusts thereof, or for the appointment of a receiver, or any other action, suit or remedy hereunder, or under or upon any bond or coupon for interest hereby secured, without first giving notice in writing to the Trustee of default having occurred and continued as in this article aforesaid, and requesting the Trustee, and affording it a reasonable opportunity, to institute such action, suit, or proceeding in its own name, or to proceed to exercise the powers hereinbefore granted, and also offering to it adequate security and indemnity against the costs, expenses, and liabilities to be incurred therein or thereby; and such notification, request, and offer of indemnity are hereby declared to be conditions precedent to any suit or action for the foreclosure or for the execution of the trusts of this Indenture, or for the appointment of a receiver, and to any other action, suit, or remedy hereunder, or under or upon any bond or coupon for interest hereby secured. And it is hereby provided, declared, and agreed that, in case any sale shall be made of the said railroads, chattels real, interests, estates, appurtenances, fixtures, equipment, property, lands, rights, privileges, immunities, or franchises, either by the exercise of the powers granted in Article X, of this Indenture, or pursuant to or under a decree or judgment of a court of competent jurisdiction, the purchaser or purchasers at said sale or sales shall be en-



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titled, in making settlement for, and payment of the purchase money, to deliver to the Trustee, or, in case of a judicial sale, to the person or persons legally appointed and qualified to receive the payment of such purchase money, and to turn in and use any of the bonds or coupons secured by this Indenture, held by the said purchaser or purchasers, in or towards the payment of said purchase money; reckoning and computing said bonds or coupons at a sum equal to, and not exceeding, that which would be payable out of the net proceeds of said sale, if made for money, to the purchaser or purchasers, as the holder or holders of said bonds or coupons, for his or their just share and proportion in that character of such net proceeds, upon a due accounting, and apportionment and distribution of said net proceeds.

ARTICLE XII.—It is hereby declared that the receipt or receipts of the Trustee shall be a sufficient discharge to the purchaser or purchasers at any sale or sales made by the said Trustee under or in pursuance of either of said Articles X. or XI. for his or their purchase money, and that such purchaser or purchasers, his or their heirs, executors, or administrators, shall not, after payment thereof, and having such receipt, be liable to see to its being applied for or upon the purposes and trusts of this Indenture; or in any manner howsoever be answerable for any loss, misapplication, or non-application of such purchase moneys, or any part thereof, or be obliged to inquire into the necessity, expediency, or authority of or for any such sale.

ARTICLE XIII.—At any sale or sales of the aforesaid lines of railroad, appurtenances, lands, premises, real estate, chattels real, property, rights, interests, and franchises, whether made by virtue of any power herein granted or by judicial authority, the Trustee, upon the request of the holders of three-fourths in amount of the bonds outstanding, may bid for and purchase, or cause to be bid for and purchased, the same, for and in behalf of all the holders of the bonds hereby secured and then outstanding, in the proportion of the respective interests of such bondholders, at a price not exceeding the whole amount of such bonds outstanding, with



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the interest accrued thereon, and the expenses of such sale or sales.

ARTICLE XIV.—In case default shall be made in the payment of any installment of interest on any of the aforesaid bonds hereby secured, when such interest shall become due and payable according to the terms of said bonds, or of any coupon thereto annexed, and if such default shall continue for the period of six months, then, and in such case, the principal of all the bonds secured by this Indenture shall, at the election of the Trustee, become immediately due and payable, anything in the said bonds or herein contained to the contrary notwithstanding. But a majority in interest of the holders of all said bonds that shall be then outstanding may, in writing, or by vote at a meeting duly held as herein provided, instruct the Trustee in such case to declare the said principal to be due, or to waive the right so to declare, on such terms and conditions as such majority shall deem proper; or may annul or reverse the election of the Trustee; PROVIDED, that no waiver of or by the Trustee or bondholders shall extend to, or be taken to affect, any subsequent default, or impair the rights resulting from such subsequent default.

ARTICLE XV.—The Trustee shall at all times during the continuance of the trust hereby created, when required so to do, as hereinafter in this article provided, release and convey to any party or parties, who may be designated in writing by the Railroad Company to receive such release or conveyance, or release from the lien or operation of this Indenture in such other manner as the Trustee may deem proper, any portion of the premises and property hereinbefore granted, which may be appurtenant to the said lines of railway, but which shall be unnecessary for use in connection therewith, or which shall have been acquired or held for stations, depots, shops or other buildings, or for a supply of fuel, gravel or other material, and also shall release or convey as aforesaid any lands, which may become disused by reason of a change of the location of any station houses, depots, shops or other buildings connected with the said lines of railway, or which the Railroad

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Company may deem it expedient to disuse or abandon by reason of such change, and shall also, when required as aforesaid, consent to changes in the location of the track or of station houses, depots, shops or other buildings, and to exchanges of property and readjustment of boundaries, and shall execute and deliver the instruments necessary or proper to carry the same into effect; provided, however, that the releases or conveyances or other consents or instruments, provided to be made by the Trustee under the authority of this article, shall be executed or given only upon the written request of the President of the Railroad Company, showing the reasons therefor, accompanied by an affidavit of the Chief Engineer or other proper officer of the Railroad Company, stating the facts upon which such request is made, and accompanied also by the consent of the Northern Pacific Railroad Company, evidenced by a certified copy of the resolution of its Board of Directors, to that effect, which said request and consent, so evidenced, shall in all cases be conclusive authority to the Trustee for the execution and delivery of such releases, conveyances, consents, or other instruments; and provided further, that any lands, premises or property, which may be acquired for permanent use in substitution for any lands, premises or property released under the provisions of this article, shall become and be, immediately upon the acquisition of the same, subject to the terms of this Indenture. The Railroad Company shall be at full liberty from time to time to dispose of, according to its discretion, such portion of the machinery, tools and implements which shall be at any time acquired or held for the use of said lines of railway, and of the other property hereby conveyed, as shall have become unfit or unnecessary for such use, but any and all new or other machinery, tools and implements, which may be acquired in substitution for any so released, shall, by virtue and force of this Indenture, become and be, immediately upon the acquisition of the same, subject to the lien and operation of this Indenture, without any new conveyance or transfer or other act or proceeding whatsoever.



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Subject to the said prior mortgages and to the rights of the mortgagees therein and the beneficiaries thereof, the Railroad Company shall be at full liberty to use any and all moneys or securities, which it may receive for or upon any sale, lease or other disposition of any property, made under the provisions of this article, for the purchase or acquisition of other property, or for the improvement of the property hereby conveyed, including all the purposes specified in Article III. of this Indenture, provided, however, that the consent of the Northern Pacific Railroad Company shall be obtained to such purchase or acquisition or other use of such moneys and securities, and such purchase or acquisition shall be so made, as that the property so purchased or acquired shall come under and be subject to this Indenture as a first lien thereon; and in case and to the extent that the moneys or securities, so received by the Railroad Company, shall not be so used for the purchase or acquisition of other property, or for the improvement of the property hereby conveyed, the Railroad Company shall pay over, assign and transfer the same to the Trustee, upon its request, for and upon the purposes and trusts expressed and declared in this Indenture, or intended so to be, and the moneys so received by the Trustee shall be deposited by it in The Farmers' Loan and Trust Company or some other Trust Company in the City of New York, on interest, to be paid and accumulated as capital, semi-annually, and the said money, together with all accumulations of interest thereon, shall be invested by the Trustee in the bonds hereby secured, by the purchase thereof in the open market from time to time, provided the same can be purchased at a price which shall be satisfactory to the Trustee and to the Northern Pacific Railroad Company; but in case said bonds cannot be purchased at such a price, then said moneys, together with all said accumulations of interest thereon, shall be invested by the Trustee in other mortgage bonds of American railroad corporations, to be approved by the Northern Pacific Railroad Company, which said other mortgage bonds shall be held by the Trustee as additional security to the bonds to be issued under this Indenture; and if any of the said



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bonds so held shall be paid or redeemed, the proceeds thereof shall be re-invested in a similar manner, and all interest that shall mature and be paid upon said bonds so held shall be applied by the Trustee from time to time toward the payment of the interest to mature on the bonds to be issued under this Indenture, or paid to the Railroad Company for that purpose, so long as there shall be no default by the Railroad Company in any of its covenants contained in this Indenture.

And provided further, that the Trustee shall be at liberty, from time to time in its discretion, to change its investments in any of said bonds of railroad corporations, other than the Railroad Company, or to convert the same into cash, and to apply the cash so realized from time to time, in the purchase of the bonds, secured by this Indenture, whenever and to the extent that the same can be acquired upon terms satisfactory to the Trustee and to the Northern Pacific Railroad Company as aforesaid.

ARTICLE XVI.—It is mutually understood and agreed by and between the parties hereto, that the word “Trustee,” when and as used in this Indenture, except where some other meaning is plain, is intended to refer to and describe and shall be construed to mean, the corporation or corporations, or the person or persons, which or who for time being, shall be charged with the execution of the trusts hereof, whether the same be the said party of the second part or any successor or successors in said trust.

It is further mutually agreed by and between the said parties hereto, as a condition on which the party of the second part has assented, and does assent to this Indenture, that the Trustee shall not, in any manner, be responsible or liable for any act, default or misconduct of any agent or agents by it employed; nor shall it be answerable, under any circumstances, except for its own wilful default or misconduct; that the Trustee shall be entitled to just compensation for all services which it may hereafter render in said trust, to be paid from the trust funds which may come into its hands; and that the Trustee may resign and be discharged of the trusts hereby created, by notice in writing to the Railroad Com-

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pany, three months before such resignation shall take effect, or such shorter time as the Railroad Company shall accept as adequate notice.

It is further declared and agreed that the Trustee may be removed by a majority in interest of the holders of all said bonds hereby secured and then outstanding, by instrument or instruments in writing under their hands and seals, or by vote at a meeting duly called and held as herein provided.

In case of the resignation or removal of the Trustee, a successor shall be appointed by the majority in interest of the holders of all said bonds, hereby secured and then outstanding, by instrument or instruments in writing, under their hands and seals, or by vote at a meeting as aforesaid; and until an appointment be so made the President of the Railroad Company, with the written approval and consent of the holders of the outstanding bonds, secured hereby, to the aggregate amount of two millions of dollars, may appoint a trustee to fill such vacancy for the time being; and in such case, and also in case of an appointment by a majority in interest of the bondholders as aforesaid, and in all other cases where a change is made in the trustee or trustees, the new trustee or trustees, successor or successors, shall thereupon become and be vested with all the powers, authorities, estates, rights, titles and interests granted or conveyed to, or conferred upon the said party of the second part by this Indenture, and all the rights, powers, authorities and interests, requisite to enable such new trustee or successor to execute, perform and fulfill the powers, duties and purposes of this trust, by force of this Indenture, without any further assurance or conveyance, so far as such effect may be lawful; nevertheless, the trustee resigning or being removed shall immediately execute all such conveyances or assurances, and other instruments as may be fit and expedient for the purpose of assuring the legal estate in the premises to the new trustee or successor so appointed.

In case of a vacancy being temporarily filled by appointment by the President of the Railroad Company under the foregoing pro-



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vision in that behalf, it shall be competent for any court of equitable powers, having jurisdiction in the premises, upon the application of any of the bondholders, upon due notice to the Railroad Company, and for cause to be shown, to annul such appointment and appoint a trustee in place of the trustee so appointed, to hold the trust for the like term as such trustee would hold the same under the President's appointment, but no longer.

And it is further declared and agreed that whenever, and as often as, any contingency shall arise, in which a meeting of the bondholders shall be necessary or expedient, it shall be the duty of the Trustee, or of the President of the Railroad Company, on the written request of the holders of not less, in the aggregate, than one-sixth in amount of said bonds then outstanding, and stating therein the purpose thereof, to call a meeting of the holders of all the then outstanding bonds secured hereby, to be held in the City of New York, by advertisement to be published daily for at least six successive weeks in two newspapers printed and published in said city, and of good circulation in the business community thereof; and in default of such meeting being called by the Trustee, or by the President of the Railroad Company, within thirty days after request as aforesaid, it shall be competent for the holders of not less, in the aggregate, than one-sixth in amount of said bonds, then outstanding, to call such meeting in the manner aforesaid. And at any such meeting so called, the bondholders shall be competent to exercise, in person or by proxy, all the powers and authorities conferred upon them by this Indenture: PROVIDED that the holders of a majority in interest of the outstanding bonds, in person or by proxy, shall be required to constitute a quorum at any such meeting: AND PROVIDED FURTHER, that any vote of such meeting affecting, or intended to affect, any person or corporation, including the parties hereto, or their successors, may, by such person or corporation to be affected, be required to be authenticated under the hands and seals of the persons so voting.

ARTICLE XVII.—The Railroad Company hereby covenants and agrees to and with the Trustee that it, the Railroad Company, shall



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Chicago & Northern Pacific R. R. Co., 1890.

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and will, from time to time, and at all times hereafter, upon the reasonable request of the Trustee, make, execute, acknowledge and deliver all such further deeds, conveyances and assurances in the law, for the better assuring to the Trustee, upon the trusts and for the purposes herein expressed or intended, the said railways and the estates, rights, titles and interests of the Railroad Company therein and thereto, with the equipment and appurtenances, and all other rights, interests, lands, premises, real estate, chattels real, property and effects, hereby mortgaged or conveyed in trust, or intended so to be, and all property, which may be purchased or acquired by the use of the bonds, hereby secured, or of the proceeds thereof, and all other property and things whatsoever, which may become subject to this Indenture; and all franchises now held, or that shall be hereafter acquired, relating thereto, including the franchise to be a corporation, as by the Trustee, or by its counsel, shall be reasonably devised, advised or required.

XVIII.—If the Railroad Company shall well and truly pay the sums of money herein required to be by it paid, and all interest thereon, at the times and in the manner herein specified, and shall well and truly keep, perform and observe all the agreements and things herein agreed and required to be kept, performed, and observed by it, according to the true intent and meaning of this Indenture, then, and in that case, the estate, right, title and interest of the Trustee, and of its successors in the trust hereby created, in and to the property, rights, franchises, lands and premises, hereby granted and conveyed, shall cease and determine, and this Indenture shall become void; otherwise the same shall be and remain in full force and virtue. And whenever the said bonds hereby secured shall be fully paid, principal and interest, this Indenture shall be discharged by the said Trustee or its successor, by appropriate instrument or instruments under seal, duly executed and acknowledged.

ARTICLE XIX.—It is expressly declared and agreed by and between the parties hereto, that the marginal notes to and upon this

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Indenture are for convenience only, and shall not affect the interpretation of the text.\*

IN WITNESS WHEREOF, the party of the first part has caused this Indenture to be signed by its President or Vice-President, and its corporate seal to be hereto affixed and attested by its Secretary or Assistant Secretary; and the said party of the second part, to evidence its acceptance of the trusts by this Indenture created, has caused this Indenture to be signed by its President or Vice-President, and its corporate seal to be hereto affixed and attested by its Secretary or Assistant Secretary, in duplicate originals, the day and year first hereinbefore written.

CHICAGO AND NORTHERN PACIFIC  
RAILROAD COMPANY.

[SEAL.]

By HENRY S. HAWLEY,  
*President.*

Attest:

HENRY S. BOUTELL,  
*Secretary.*

THE FARMERS' LOAN AND TRUST  
COMPANY.

By R. G. ROLSTON,  
*President.*

[SEAL.]

Attest:

E. S. MARSTON,  
*Secretary.*

Sealed and delivered in }  
the presence of }

D. S. WEGG,  
KEMPER K. KNAPP,

As to the Chicago and Northern Pacific Railroad Company, and

C. R. LEAKE,  
A. L. BANISTER,

As to The Farmers' Loan and Trust Company.

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\* All marginal notes on recorded instruments are purposely omitted in this compilation.

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Chicago & Northern Pacific R. R. Co., 1890.

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STATE OF ILLINOIS, }  
COOK COUNTY. } ss.

I, Kemper K. Knapp, a Notary Public in and for Cook County, in the State of Illinois, do hereby certify that HENRY S. HAWLEY and HENRY S. BOUTELL, personally known to me to be the President and Secretary, respectively, of the Chicago and Northern Pacific Railroad Company, appeared before me this day in person and acknowledged that they executed the foregoing instrument for and on behalf of said Chicago and Northern Pacific Railroad Company, as the free and voluntary act of said Railroad Company, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 21st day of April, A. D. 1890.

KEMPER K. KNAPP,  
*Notary Public.*

[SEAL.]

STATE OF NEW YORK, }  
CITY AND COUNTY OF NEW YORK. } ss.

I, Charles A. Searls, a Notary Public in and for the City and County of New York, in the State of New York, do hereby certify that ROSEWELL G. ROLSTON and EDWIN S. MARSTON, personally known to me to be the President and Secretary, respectively, of The Farmers' Loan and Trust Company, appeared before me this day in person and acknowledged that they executed the foregoing instrument for and on behalf of said The Farmers' Loan and Trust Company, as the free and voluntary act of said Company, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 9th day of May, A. D. 1890.

C. A. SEARLS,  
*Notary Public, Westchester County.*  
Certificate filed in N. Y. County.

[SEAL.]





RESOLUTION  
OF THE  
STOCKHOLDERS OF THE CHICAGO AND NORTHERN PACIFIC RAILROAD  
COMPANY, AUTHORIZING AN ISSUE OF BONDS AND THE MAKING  
OF A MORTGAGE TO SECURE THE SAME.

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At a meeting of the stockholders of the Chicago and Northern Pacific Railroad Company, held at the office of said Company, in the City of Chicago, State of Illinois, on the 29th day of March, A. D. 1890, at which all the stockholders of said Company were present in person or by proxy, the following resolution was unanimously adopted:

WHEREAS, The Board of Directors of this Company on the 29th day of March, A. D. 1890, unanimously adopted the following resolution, to wit:

“*Resolved*, That this Company execute a mortgage or deed of trust to The Farmers' Loan and Trust Company, in the City of New York, of the railway property, corporate rights and franchises heretofore acquired by this Company from the Chicago and Great Western Railroad Company, the Bridgeport and South Chicago Railroad Company, and the Chicago, Harlem and Batavia Railway Company, and the station grounds and stations, acquired by deed from John P. Neal and Marguerite L. Neal, his wife, and the other property of this Company, as described in the form of mortgage or deed of trust submitted to this meeting, to secure an issue by this Company of its first mortgage, fifty-year, gold bonds, bearing interest at the rate of five per centum per annum, to the amount at their par value of not exceeding thirty millions of dollars (\$30,000,000), dated the 1st day of April, A. D. 1890; and that the President or Vice-President and Secretary or Assistant Secretary of this Company be and they hereby are respectively authorized and directed to execute, on behalf of this Company and under its corporate seal, a mortgage or deed of trust, in the said form as submitted to this meeting, which is hereby, approved, and hereafter, when executed,

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Resolution of Stockholders authorizing foregoing Mortgage.

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to be spread upon the records of this Company; and also to cause to be engraved and to execute, under its corporate seal, the said bonds, bearing coupons for interest as aforesaid, executed with the engraved signature of the Treasurer of this Company, in the form set forth in the mortgage or deed of trust submitted to this meeting as aforesaid, which said bonds shall be used by this Company for the purpose of fulfilling its obligations under the several contracts now subsisting between this Company and the said several railroad companies hereinbefore mentioned and the said John P. Neal and wife, so far as may be required by the terms of said contracts; and the remainder of said bonds, not required for the purposes aforesaid, shall be used from time to time for the purpose of completing, extending, improving, maintaining or operating the railways and other property of this Company, conveyed to it as aforesaid, and for other purposes, as allowed by the provisions of said mortgage or deed of trust."

AND WHEREAS, The form of mortgage or deed of trust and the form of bond therein referred to have been submitted to and are now before this meeting;

Therefore, *Resolved*, That the aforesaid resolution of the Board of Directors of this Company and the said forms of mortgage or deed of trust, and the bonds therein referred to, and the execution and delivery thereof, as authorized and directed by the said resolution, be and the same hereby are in all respects authorized, directed, adopted, approved, ratified and confirmed.

I, Henry S. Boutell, Secretary of the Chicago and Northern Pacific Railroad Company, do hereby certify that the foregoing resolution is a true copy of a resolution unanimously adopted by the stockholders of the Chicago and Northern Pacific Railroad Company, at a meeting held at the office of said Company, in the City of Chicago in the State of Illinois, on the 29th day of March, A. D. 1890, at which all the stockholders of said Company were present in person or by proxy.

In Witness Whereof, I have hereunto set my name and affixed



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Resolution of Stockholders authorizing foregoing Mortgage.

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the seal of said Chicago and Northern Pacific Railroad Company,  
this 29th day of March, A. D. 1890.

[SEAL.]

HENRY S. BOUTELL,

*Secretary.*

Attached to and recorded with the foregoing mortgage.

## MORTGAGE.

## CHICAGO AND CALUMET TERMINAL RAILWAY COMPANY.

[June 1st, 1888.]\*

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THIS INDENTURE, Made the first day of June, A. D. 1888, between the CHICAGO AND CALUMET TERMINAL RAILWAY COMPANY, a corporation duly organized and existing under and by virtue of the laws of the States of Illinois and Indiana, and hereinafter referred to as the “Railway Company,” party of the first part, and the CENTRAL TRUST COMPANY OF NEW YORK, in the City of New York, a corporation duly organized under and by virtue of the laws of the State of New York, and De Forest L. Skinner, of Valparaiso, Porter County, State of Indiana, and hereinafter referred to as the “Trustees,” parties of the second part:

WHEREAS, the said Railway Company is authorized, and possesses all the necessary franchises to enable it to construct, maintain and operate a railroad with one or more main tracks, and all necessary and convenient branches therefrom, “Y” connections, turnouts and side-tracks, from a point on Lake Michigan, in the County of Lake, and State of Indiana, and running thence in a westerly and northerly direction within a radius of twenty-two (22) miles from the Court House in the City of Chicago, through the County of Lake, in the State of Indiana, and the County of Cook, in the State of Illinois, to a point on Lake Michigan, north of the City of Chicago, in said County of Cook; and,

WHEREAS, for the purpose of constructing, equipping and operating said railroad, so authorized to be constructed as aforesaid, as said Railway Company may from time to time construct, equip and operate the same, and paying therefor, it is necessary for the said

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\* A mortgage by the Chicago and Calumet Terminal Railway Company, to secure \$7,000,000, dated December 1st, 1887, to Frank H. Tuthill, of Hammond, Lake County, Indiana, and The Central Trust Company of New York, was recorded in the Recorder's office of Lake County, Indiana, December 14th, 1887, and in the Recorder's office of Cook County, Illinois, December 15th, 1887. A release of this mortgage, dated May 12th, 1888, was filed in the office of the Recorder of Lake County, Indiana, July 24th, 1888, and in the office of the Recorder of Cook County, Illinois, July 27th, 1888.

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Chicago & Calumet Terminal Ry. Co., 1888.

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Railway Company to borrow money, and to secure the payment of the same by mortgaging its property and franchises as hereinafter mentioned, and,

WHEREAS, the Board of Directors of said Railway Company have resolved and voted, at a meeting of said Board duly and legally convened and held at the office of the said Railway Company at the City of Chicago, in the State of Illinois, on the fourteenth day of May, A. D. 1888, that for the purpose of paying for the construction, equipment and operation of said railroad so authorized to be constructed as aforesaid it will to the amount of Ten Millions of Dollars (\$10,000,000) borrow money and issue its bonds therefor as hereinafter provided, at the rate of Thirty-Five Thousand Dollars (\$35,000) per mile for each and every mile of first main track, and of track connecting with industrial or manufacturing establishments or with other railroads, and at the rate of Fifteen Thousand Dollars (\$15,000) per mile for each and every mile of second main track, and at the rate of Fifteen Thousand Dollars (\$15,000) per mile for each and every mile of any additional line of main track which shall be constructed and completed upon said line of railroad, or upon any of said branches; and,

WHEREAS, said Board of Directors have, at said meeting, further resolved and voted that said bonds shall be issued from time to time as said track, or tracks, shall be completed, and only upon completed track, and at the rate aforesaid, and that the bonds so to be issued hereunder shall be for one thousand dollars (\$1,000) each, and payable to bearer, on the            day of           , A. D. 1938, at the City of New York, in gold coin of the United States of America, of equivalent value to the present standard of weight and fineness, with interest at the rate of five (5) per centum per annum, payable at the same place semi-annually, in like gold coin, and that the bonds so to be issued, shall be secured by a mortgage covering all of said railroad, and all of the real and personal property and franchises appurtenant thereto as hereinafter provided, and that all of said railroad which may hereafter be constructed and completed, and all the real and personal property



Chicago & Calumet Terminal Ry. Co., 1888.

and franchises appurtenant thereto, shall as fast as constructed be covered by said mortgage, and bound by the lien thereof, and that all bonds from time to time issued thereunder shall be equally secured by the lien of said mortgage upon any and all property covered thereby, and,

WHEREAS, the said Board of Directors have, at such meeting, further resolved and voted that bonds be issued as herein provided, and for the purpose of securing the payment thereof, that the said Railway Company will execute and deliver to the Central Trust Company of New York, of the city of New York, and DeForest L. Skinner, of Valparaiso, Porter County, Indiana, the parties hereto of the second part, a mortgage covering the railroad, corporate property and franchises, hereinafter described; and that the substance of this instrument be adopted as such mortgage; and that this mortgage, and each of the bonds which may be issued hereunder, be executed under the corporate seal of said Railway Company, and be signed by its president, and attested by its secretary, and that each of the coupons annexed to said bonds be authenticated by the engraved *fac simile* of the signature of its treasurer; and that said bonds when so executed shall be certified by said Central Trust Company of New York, one of the said trustees, and that such certification shall be conclusive proof, and the only proof which shall be required, that said bonds have been issued by the said Railway Company, and are secured by such mortgage; and that the bonds so issued be appropriated to the purposes therein designated; and that each of the said bonds, coupons and certificates, be substantially in the form following (the blanks being filled up), that is to say:

UNITED STATES OF AMERICA.

No.....	STATES OF ILLINOIS AND INDIANA.	\$1,000.
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CHICAGO AND CALUMET TERMINAL RAILWAY COMPANY.

FIRST MORTGAGE, FIVE PER CENT., FIFTY YEAR GOLD BOND.

For value received, the Chicago and Calumet Terminal Railway Company is bound and promises to pay to bearer, or to the registered holder thereof, on the \_\_\_\_\_ day of \_\_\_\_\_, A. D.

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Chicago & Calumet Terminal Ry. Co., 1888.

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1938, at its agency, in the city of New York, one thousand dollars (\$1,000) in gold coin of the United States of America, of equivalent value to the present standard of weight and fineness, with interest at the rate of five (5) per centum per annum, payable semi-annually at said agency, in like gold coin, on the first days of \_\_\_\_\_ and \_\_\_\_\_ in each year, on the surrender of the annexed coupons evidencing said interest.

This bond is one of a series of bonds numbered consecutively from one (1) upwards, of like amount, tenor and date, not exceeding in the aggregate the sum of ten millions of dollars (\$10,000,000); all of which bonds are equally secured by said obligor Company's First Mortgage executed to the Central Trust Company of New York, and DeForest L. Skinner of Valparaiso, Porter County, Indiana, as Trustees, of even date herewith, conveying and mortgaging all of the said obligor's railroad, together with all the equipment, franchises and property pertaining thereto, now owned, or which may hereafter be acquired by said obligor Company.

If default be made in the payment of any interest due at any time on this bond, and such default shall continue for six months after due demand therefor, the principal of this bond, as well as all accrued interest thereon, may be made due and payable, as provided in said mortgage.

The obligor Company waives the benefit of any present or future extension, stay, appraisement or redemption law of either of the States of Illinois or Indiana.

If this bond be registered on the obligor's books, and the registration noted hereon, no transfer of this bond except upon said books shall be valid until it is again registered upon said books to bearer. The coupons shall always be transferable by delivery.

This bond shall not become obligatory until authenticated by a certificate signed by the said Central Trust Company of New York, one of the Trustees aforesaid.

In witness whereof, the Chicago and Calumet Terminal Railway Company has caused its corporate seal to be hereunto affixed, and these presents to be signed by its President and attested by its Secretary, this \_\_\_\_\_ day of \_\_\_\_\_, A. D. 1888.

CHICAGO AND CALUMET TERMINAL RAILWAY COMPANY.

By.....

*President.*

Attest:

.....

*Secretary.*



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Chicago & Calumet Terminal Ry. Co., 1888.

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## (Form of Coupon.)

On the first day of....., the Chicago and Calumet Terminal Railway Company will pay the bearer twenty-five dollars (\$25.00) at its agency in the city of New York, for interest on First Mortgage Bond No.....

.....  
*Treasurer.*

## (Form of Certificate.)

The undersigned Central Trust Company of New York, one of the Trustees, hereby certifies that this bond is one of the bonds described in the within mentioned Mortgage.

CENTRAL TRUST COMPANY OF NEW YORK, *Trustee.*

By.....  
*President.*

AND WHEREAS, at a meeting of the stockholders of said Railway Company, duly and legally convened and held at the office of the company, in Chicago, Illinois, on the fifteenth day of May, A. D. 1888, at which meeting the holders of more than two-thirds in amount of the capital stock of said Railway Company were present in person or by legally appointed proxies, all of the aforesaid action of the Board of Directors, in and about the premises, was duly approved, ratified, concurred in and confirmed by the unanimous vote of all of the stock present, by resolution, and the said stockholders at said meeting by resolution duly adopted this instrument as such mortgage:

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That the Chicago and Calumet Terminal Railway Company, party of the first part, for and in consideration of the premises, and of the sum of one dollar to it duly paid by the said parties of the second part, at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, and in order to secure the payment of the principal and interest of the bonds aforesaid, at any time outstanding, without preference of any bond or bonds over others, whether issued upon the same date or upon different dates,



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Chicago & Calumet Terminal Ry. Co., 1888.

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hath granted, bargained, sold, aliened, remised, released, conveyed and confirmed, assigned, transferred and set over, and by these presents doth grant, bargain, sell, alien, remise, release, convey and confirm, assign, transfer and set over unto the Central Trust Company of New York, of the City and State of New York, and DeForest L. Skinner, of Valparaiso, Porter County, State of Indiana, parties of the second part, as trustees, and their and each of their heirs, executors, administrators, assigns and successors in in trust, all and singular the following property, whether now owned or hereafter acquired by the said Railway Company, that is to say: All the railroad of the said Railway Company, party of the first part, commencing at a point on Lake Michigan in the County of Lake and the State of Indiana, east of the city of Hammond, and running thence in a westerly direction through said Lake County, to the boundary line between the States of Indiana and Illinois, thence in a westerly and northerly direction through the County of Cook and State of Illinois, to a point on Lake Michigan in said County of Cook, north of the village of Evanston, with the branches therefrom; as the said railroad is now, or hereafter may be constructed, and as much thereof as may from time to time be constructed, including the right, power, franchise and privileges of constructing, completing, finishing and operating the said railroad so constructed or authorized to be constructed.

Also all lands, tenements and hereditaments, rights of way and easements, now held or hereafter acquired by the said Railway Company for the purposes of said railroad and branches, or any of them, and for the purpose of depots or stations in connection with said railroad and branches, or any of them;

Also all leaseholds, leases, terms and parts of terms, rights under leases and under contracts, covenants and agreements, and all rights of trackage and terminal rights, privileges and franchises, and all licenses, permits and privileges of transit granted by the United States of America, or by the State of Illinois, or by the State of Indiana, or by any municipal authority, and all other rights, general and special, now held or hereafter acquired by the

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said Railway Company for the purposes of said railroad and branches, or any of them ;

Also all railways, ways, tracks, sidings, turnouts, bridges, viaducts, culverts and fences, wharves, docks and piers, depots, station houses, freight houses, warehouses, turn-tables, water tanks, machine shops, repair shops and other buildings, structures, erections, fixtures, furniture and improvements of every kind, and all locomotives, engines, cars and other rolling stock and railway equipment, and all rails, ties, machinery, tools, implements, fuel and materials, and all contracts and agreements for the purchase or lease of rolling stock, machinery, tools and equipment, and all other property, real, personal or mixed, now held or hereafter acquired by the said Railway Company for or in connection with the construction, maintenance or operation, reparation or replacement of said railroad and branches, or any of them, or other properties, or as necessary or convenient for the uses or purposes thereof ;

Also all rights, powers, privileges and franchises (except the franchise to be a corporation), connected with or relating to said railroad and branches, or any of them, including the right to operate said railroad and branches, and all corporate franchises (except the franchise to be a corporation), rights, powers and privileges now held or hereafter acquired by said Railway Company ;

Also every other right, title, interest, property and thing which is necessary or convenient for the occupation, use and enjoyment of all and any of said railroad, leaseholds and other properties, rights and privileges, or any part thereof, whether the same be now held or shall hereafter be acquired by the said Railway Company ;

TO HAVE AND TO HOLD the premises, property, rights, franchises and estates hereby conveyed, or intended to be conveyed, with all and singular the reversions, remainders, rents, issues and profits, privileges and appurtenances, now or hereafter belonging, or in anywise appertaining thereto, unto the said parties of the second part, their and each of their heirs, executors, administrators and successors, in trust forever ; IN TRUST, NEVERTHELESS, under the



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terms and provisions herein set forth, for the benefit, security and protection of the persons and corporations, firms and partnerships, who shall from time to time hold the bonds and interest coupons aforesaid, or any or either of them, and for the enforcing of the payment thereof, when payable, in accordance with the true intent and meaning of the stipulations of this Mortgage, and of said bonds and of said interest coupons, and without preference of any of said bonds over any of the others thereof, by reason of priority in the time of the issue or negotiation thereof, or otherwise howsoever.

AND IT IS HEREBY COVENANTED, declared and agreed by and between the parties hereto, and the said Railway Company, for itself, its successors and assigns, doth hereby covenant and agree to and with the respective persons and corporations, firms and partnerships, who shall from time to time hold the bonds and interest coupons aforesaid, or any or either of them, that the further trusts, uses and purposes, conditions and covenants, for and upon which the rights, franchises and property, real and personal, hereinbefore described, are conveyed to, and are to be held and disposed of by the Trustees, are as follows, that is to say;

FIRST: The Railway Company shall not and will not make, issue or dispose of any of the bonds to be at any time issued hereunder, in any manner, or for any purpose, not consistent with the provisions of this instrument. And it shall and will apply the same, and the proceeds thereof exclusively, to the purposes herein designated.

SECOND: Upon the delivery, from time to time, to the said Central Trust Company of New York, one of said Trustees, of certificates signed by the President of said Railway Company, and verified by its chief engineer, stating the number of miles of track of said railroad from time to time completed by said Railway Company, the said Central Trust Company of New York, shall as often as two miles or more of track appear by said certificate to have been completed, certify and deliver to said Railway Company, the aforesaid bonds at the rate of thirty-five thousand dollars per



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mile for each and every mile of first main track, and of track connecting with industrial or manufacturing establishments, or with other railroads, and at the rate of fifteen thousand dollars per mile for each and every mile of second main track, and at the rate of fifteen thousand dollars per mile for each and every mile of any additional line of main track, constructed and completed upon any part of said line of railroad or branches thereof, as set forth in said certificates, all of which railroad shall be situated within a radius of twenty-two (22) miles from the Court House in the City of Chicago: and said certificates shall be conclusive evidence to the Trustees and either of them of the truth of any and all statements contained therein.

THIRD: The Railway Company shall and will pay to the lawful holders of all bonds issued hereunder and hereby secured, the principal and interest therein agreed to be paid, at the times, and upon the conditions therein specified, upon the surrender of said bonds, or the interest coupons thereto attached, as the case may be.

FOURTH: The Railway Company shall and will keep an office or agency in the city of New York for the payment of principal and interest on said bonds, and an appropriate book at such office or agency, for the registry and transfer of the said bonds, in accordance with the terms thereof and of this mortgage; and upon the registration of any bonds in such book, a note of such registry shall be endorsed on the bonds. After such registration no transfer, except upon such transfer book, accompanied by note thereof on the bond, shall be valid as against either of the parties hereto, unless the last registration shall have been to bearer, and if registered to bearer, the bonds shall thereafter be transferable by delivery until again registered in the name of the owner. The coupons when detached from a bond, whether it be registered or not, shall always be transferable by delivery only. The Trustees shall at all reasonable times have free access to such registry, and shall be entitled, on request in writing, to a copy thereof.

For all purposes connected with the administration of the trust

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hereby created, the person in whose name any bond may be registered, shall be treated as the owner thereof.

FIFTH: The bonds issued hereunder are hereby declared to be secured by a lien under this instrument, upon the whole line of railroad of the said Railway Company, and the rights and franchises of the said Railway Company pertaining thereto, and on all the real and personal property, including equipment, tools and machinery acquired, or to be acquired, by the said Railway Company, for the use and operation of said railroad. And it is hereby agreed that as fast as any part of said authorized railroad shall be from time to time constructed, and bonds issued on account thereof as herein provided, such part, and all real and personal property, including equipment, tools and machinery pertaining thereto, acquired, or to be acquired, by the Railway Company, shall be covered by this mortgage, and all bonds at any time issued hereunder shall be secured by an equal lien upon all parts of said railroad, now or at any time hereafter constructed, and the real and personal property and franchises pertaining thereto, as herein provided, and the proceeds of any sale of said railroad property and franchises, and the rents, issues and profits thereof, shall be applied to the payment of all bonds issued hereunder, without preference or priority.

SIXTH: Unless and until default be made in payment of the principal or interest of some of the bonds issued hereunder and hereby secured, the Railway Company, its successors and assigns, shall have, and be entitled to the possession, management, operation, use, control and enjoyment of the said railroad and other property and franchises, hereby mortgaged, and the rents, income and profits thereof, as if this indenture had not been made; and on the payment of all of the bonds issued hereunder, all the estate and interest of the Trustees in said railroad property and franchises shall cease and determine, and the same shall at once become and be free, and discharged of the lien of this indenture, as fully and as effectually as though this indenture had never been executed.

SEVENTH: The Railway Company covenants and agrees that peace-



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ably and quietly holding, possessing and enjoying the said premises, it will pay all lawful taxes and assessments duly and properly imposed, during the continuance of this indenture, upon the property hereby mortgaged, or intended so to be; and will not suffer any lien superior to the lien hereby created to attach and be enforced upon the same or any part thereof; and will not suffer any matter or thing whatsoever, whereby the lien hereof may be impaired, and will not commit or suffer any waste thereof, and will keep and maintain the property hereby mortgaged in good order and condition, and will keep all rolling stock, equipment and other property, which is destructible by fire, hereby mortgaged, sufficiently insured against fire; and will pay the Trustees hereunder a reasonable compensation for the administration of the trust hereby created, and all charges reasonably incurred by the Trustees in the performance of the duties of the said trust.

EIGHTH: In case default be made in the payment of any interest which shall accrue on the bonds issued under and secured by this indenture, or on any of them, and such default shall continue for six months, the whole of the principal sum of said bonds, together with all interest accrued and unpaid thereon, shall, after payment shall have been duly demanded in writing, such default continuing, become immediately due and payable, at the option of the Trustees, to be declared by them; and if requested to do so by a majority in interest of the holders of the bonds hereby secured and then outstanding, by an instrument or concurrent instruments in writing or by vote at a meeting duly held, it shall be the duty of, and it is hereby made obligatory upon, the Trustees, in case of such default and non-payment after demand, to declare said entire principal sum due and payable as aforesaid, and the same shall thereupon immediately become due and payable; and a majority in interest of such bondholders may in like manner direct the Trustees to refrain from making such declaration, upon such terms and conditions as such majority shall deem proper; and a majority in interest of such bondholders may in like manner annul or reverse the declaration if already made by the Trustees, and such



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principal sum shall thereupon cease to be due, anything herein contained to the contrary notwithstanding, but the action of the Trustees or of the bondholders in case of any default shall not affect or impair the right of a majority in interest of such bondholders, in manner aforesaid, at any time while such default continues, to direct the Trustees to declare such principal sum due, nor shall it in anywise affect any subsequent default on the part of the Railway Company or impair any right resulting therefrom.

NINTH: Whenever the principal of said bonds shall become due and payable, either by the expiration of the time limited therefor in said bonds, or by the declaration of the Trustees under the last preceding article, the Trustees may, and upon the request in writing of the holders of a majority of the said bonds then outstanding, and sufficient indemnity being furnished for their expenses and liabilities, they shall enter into and upon and take possession of the said railroad, franchises and other property hereby mortgaged, or intended so to be, and until the same shall be sold hereunder, shall hold, use, manage, maintain and operate the said railroad by their own managers, agents and servants, and collect and receive the rents, issues and profits thereof, and apply the same, *first* to their expenses as Trustees in the performance of their trust, including a just and reasonable compensation for their own services, and the services of their counsel, attorneys, agents and servants, and, *next*, to the maintenance, management and operation of the said railroad and other mortgaged property, including the payment of taxes, and the expense of making any necessary repairs and useful alterations upon or in respect to the mortgaged property, or any of it, which the Trustees may deem judicious and proper to be made, and, *thereafter*, to the payment of the principal and interest due and in default on said bonds, without any preference or priority of any one bond over any other bond, and they shall pay over the residue, if any, of such proceeds to the Railway Company, its successors or assigns.

TENTH: Whenever the principal of said bonds shall have become due and payable as herein provided, the Trustees may, and

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upon request in writing, of the holders of a majority of the said bonds then outstanding, and an adequate indemnity being furnished for their expenses and liabilities, they shall, with or without entry, at their election, sell the said railroad and other property and franchises hereby mortgaged, or intended so to be, or so much thereof as may be necessary to provide for the payment of the amount due on said bonds, including interest and the expenses of the proceeding, at public auction in the city of Chicago or in the city of New York, at such time and place as the Trustees may designate for that purpose, on at least twelve weeks' public notice of the time and place of such sale, which shall be published not less than twice a week during that period in one or more newspapers published in the city of New York, and in one or more newspapers published in Chicago, Illinois, and the Trustees may adjourn the sale from time to time, giving reasonable notice of such adjournments; and on such sale the Trustees shall have full power and authority to make and deliver deeds to the purchaser or purchasers of the railroad, or other property or franchises sold, which shall be as valid and effectual for the conveyance, assignment or transfer of such railroad or other property or franchises, as the party of the first part might or could make; and such purchaser or purchasers shall have the right of immediate possession of the railroad or other property, or franchises so sold and conveyed, notwithstanding any provision of any present or future law as to redemption, extension or appraisement, the benefit of which is expressly waived by the party of the first part, and the Trustees are hereby irrevocably authorized and empowered to deliver possession thereof accordingly; and such sale and conveyance shall be a perpetual bar, both in law and in equity, against the Railway Company, its successors and assigns, and against all persons lawfully claiming, or to claim by, through or under it or them.

After deducting from the proceeds of such sale all the costs and expenses thereof, and a reasonable compensation to themselves as Trustees, and all their expenses and liabilities, in and about the performance of their duties under this Indenture, the Trustees shall



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apply so much of the proceeds as may be necessary, to the payment of the amount due on said bonds for principal and interest, but without any preference or priority of any one bond over any other bond, and shall pay over the residue, if any, of such proceeds to the Railway Company, its successors or assigns.

ELEVENTH: It is expressly agreed that the exercise of any discretion or option to declare the principal debt due, or to enter upon and hold the mortgaged property or to sell under the power of sale vested in the Trustees by this indenture, shall be subject to the control of, and, if exercised, shall at any time be reversible by, the holders of the majority of the then outstanding bonds, secured hereby, and such discretion shall be exercised in the manner and for the purposes designated by the holders of such majority of outstanding bonds.

TWELFTH: The provisions contained in the ninth and tenth articles of this Indenture shall not be taken to preclude the Trustees from enforcing any other appropriate remedy for the foreclosure of this mortgage; and whenever entitled so to do by the terms of this Indenture, or, if default shall be made in the payment of any money, principal or interest, on any of the bonds hereby secured, or in the performance of any other covenants of the Railway Company herein contained, it shall be lawful for the Trustees, at their discretion, at any time after payment or performance shall have been duly demanded in writing, such default continuing, to proceed to enforce the rights of the Trustees and of the bond-holders under this mortgage, by foreclosure, or by such other appropriate proceedings, in any court, as they, being advised by counsel learned in the law, shall deem most expedient for the interests of such bondholders; *provided, however*, that it shall be the duty of the Trustees, and it is hereby made obligatory upon them, to refrain from taking any action or pursuing any course which shall be contrary to the duly expressed wishes and directions of seven-eighths in interest of the holders of the bonds hereby secured and then outstanding, except that in case the Trustees shall enter upon and take possession of the mortgaged property or any part thereof,



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under the terms of this indenture, it shall be the duty of the Trustees, if further action shall be necessary to protect or enforce the rights of bondholders hereunder, to proceed, with all reasonable dispatch, either to exercise the power of sale hereby granted, or to institute and to prosecute to judgment such legal proceedings as may be suitable to foreclose this mortgage, and to sell the mortgaged property.

THIRTEENTH: If default shall be made in the payment of any money, principal or interest, on any of the bonds hereby secured, and such default shall continue for ninety days after payment shall have been duly demanded in writing, it shall be the duty of, and it is hereby made obligatory upon the Trustees, upon request of one-eighth in interest of the holders of the bonds hereby secured and then outstanding, expressed by an instrument or concurrent instruments in writing, or by vote at a meeting duly held, and upon reasonable indemnity to the Trustees for their expenses, to proceed forthwith to enforce the rights of the Trustees and of the bondholders under this mortgage, by foreclosure or by any other appropriate proceedings in any proper court or otherwise, according to such request; and it is expressly agreed that, except as hereinafter provided, no holder or holders of any bonds secured by this mortgage shall have the right to institute any action or proceeding at law or in equity for the collection of the interest or principal of said bonds, or any of them, or for the enforcement of the terms of this mortgage, or the execution of the trust hereby created, or for any other purpose, unless the holders of one-eighth in interest of the then outstanding bonds shall have first given notice in writing to the Trustees of the occurrence of a default in the payment of principal or interest on said bonds, and its continuance as aforesaid, and have made request of the Trustees to take such action, and have afforded the Trustees a reasonable time and opportunity to comply therewith, and have offered to the Trustees adequate indemnity against costs, expenses and liabilities likely to be incurred in and about the action requested to be taken, and unless the Trustees shall have refused or failed to comply with such request.

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FOURTEENTH: Upon any sale of any of the property herein mortgaged or intended so to be, made in accordance with the provisions of this Indenture, the party of the first part doth hereby irrevocably waive the benefit or advantage of any and all present or future valuation, stay, appraisement, extension or redemption law or laws of either of the States of Illinois or Indiana.

FIFTEENTH: In case of the sale of the property hereby mortgaged or any part thereof, the purchaser shall be entitled in making payment thereof, after paying in cash so much as shall be necessary to cover the costs and expenses of the sale, and of the proceedings incident thereto, and all other charges required to be paid or provided for, in cash, (which shall be determined by the Trustees, in case of a sale by them under the power herein contained, and by the court in case of a sale under judicial proceedings), to turn in and use, toward the payment of the residue of the purchase price, any of the outstanding bonds or coupons, issued hereunder and entitled to participate in the proceeds of such sale, reckoning each bond or coupon so turned in at such sum as shall be payable thereon, out of the net proceeds of such sale, and proper receipts shall thereupon be given by the holders of such bonds or coupons, for the amount so payable thereon, and the bonds or coupons, if the net proceeds of sale shall be sufficient to pay them in full, shall be delivered up to the Trustees, or other person making such sale and entitled to receive payment of the purchase money, and canceled or destroyed, or if the net proceeds of such sale shall be sufficient to pay such bonds or coupons only in part, proper endorsement shall be made on them of the amount so paid, and they shall then be returned to the holders thereof.

SIXTEENTH: The Trustees shall at all times have power and authority, to be exercised in their own discretion, and not otherwise, to release from the lien and operation of these presents, and to convey, to any party or parties who may be designated in writing by the said Railway Company, any portion of the said railroad or premises or property hereby mortgaged, which in the opinion of the Trustees shall not be necessary for use in connection with,



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or for the purpose of said railroad, and the Trustees shall have the like power and authority to consent to any changes in the location of the track, or of the buildings or structures, which in the judgment of said Railway Company, shall be expedient; and the Trustees shall execute and deliver, at the expense of the said Railway Company, the instruments necessary and proper to carry into effect such release or change; *provided* that all money, real estate, or other property, forming the consideration for such conveyance or release, or the equivalent thereof, shall be paid, conveyed or assigned to and be held by the Trustees, in lieu of the property so conveyed or released, upon the trusts hereby created, as if the same had been originally included herein. The Trustees shall also permit the said Railway Company to dispose at pleasure of any of the machinery tools, supplies, materials and other personal property, which shall at any time be acquired or held for the use of the said railroad, and shall have become unfit or unnecessary for such use; but any and all machinery, tools, supplies, materials and other personal property which may be acquired in lieu of any so disposed of, shall, immediately upon the acquisition thereof, become subject to the lien and operation of this Indenture, as if the same had been originally included herein. And the affidavit of the President and Chief Engineer of the said Railway Company as to the necessity or propriety of any release shall be accepted as sufficient evidence thereof, and the Trustees shall not be required to make any other or further inquiry upon the subject.

SEVENTEENTH: The Trustees, and either of them, under this Mortgage may resign the trusts hereby created by notice in writing to the said Railway Company, to be given at least three months before such resignation shall take effect, unless the said Railway Company shall accept a shorter notification; and whenever a vacancy shall occur in the office of Trustee by death, resignation, removal or otherwise, the Board of Directors of said Railway Company shall have the right to fill such vacancy and to appoint another Trustee by an instrument in writing under the corporate seal of the said Railway Company, subscribed by its president and attested by



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its secretary, a copy of which shall be duly acknowledged and filed in the office of the Secretary of State in each of the States of Illinois and Indiana. Notice of such appointment shall be given in at least one newspaper published in the City of New York, and in one newspaper published in the City of Chicago, in the State of Illinois, at least once a week for one month, immediately thereafter; and the successor or successors so appointed shall be vested with all the estate, and shall possess all the rights, powers and discretion, granted or conferred, or intended so to be, by this Indenture.

In case the said Board of Directors shall for thirty days refuse or neglect to fill any vacancy which has occurred in the office of Trustee, after being requested to do so by the holder of any bonds issued hereunder, any holder of said bonds shall have the right to apply to any Circuit Court of the United States in the State of Illinois or in the State of Indiana, on at least twenty days' notice to the party of the first part, to fill such vacancy by the appointment of a new Trustee.

Upon the resignation, removal or death of any Trustee, under this indenture, all the estate, power and authority of such Trustee under this indenture shall cease and determine.

EIGHTEENTH: It shall not be the duty of any Trustee hereunder to see to the recording of this Indenture as a mortgage or conveyance of real estate, or to the filing thereof as a chattel mortgage, or to the doing of anything which may be suitable and proper to be done for the continuing of the lien of this Indenture, or for giving notice of the existence of such a lien, nor shall it be any part of the duty of a trustee to effect insurance against fire or other damage on any of the mortgaged property, or to renew any policies of insurance. Nor shall any Trustee be under any obligation to recognize any person as bondholder until the bonds of such person have been produced and deposited with the Trustees; and such Trustees shall be under no obligation to appear, as defendants, in any suit or legal proceedings brought against them as Trustees under this Indenture, until indemnified to their satisfaction for so doing. In case it shall be necessary and proper for the Trustees

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under this Indenture, to investigate any facts preparatory to taking or not taking any action, or doing or not doing anything as such Trustees, the certificate of the party of the first part, under its corporate seal, attested by the signature of its president and the affidavit of one or more of its Directors shall be sufficient evidence of such fact, to protect the Trustees in any action they may take or abstain from taking, by reason of the supposed existence of such facts.

The recitals of this Indenture are made on behalf of the party of the first part, and the parties of the second part assume no responsibility for the correctness of any statement herein contained.

The word "Trustee" as used in this Indenture shall be construed to mean the Trustees or Trustee for the time being.

No Trustee shall be in any manner responsible for any act, default or misconduct of any co-Trustee, or of any agent or attorney selected with reasonable care, nor for any other thing than for such Trustee's own wilful default, misconduct or gross negligence.

NINETEENTH: The parties hereto mutually covenant and agree that they will upon reasonable request, make, do, execute, and deliver any other or further acts, deeds, conveyances, or assurances which may be necessary or proper for more effectually carrying out the purposes of this Indenture.

TWENTIETH: If the Railway Company, its successors or assigns, shall well and truly pay, or cause to be paid, all sums due and payable on the bonds issued hereunder and secured hereby, according to the terms thereof, and of this Indenture, and shall well and truly keep and perform all the stipulations, covenants and agreements herein contained, according to the true intent and meaning of these presents, then and from thenceforth, this Indenture shall become void and of no further effect, anything herein contained to the contrary notwithstanding; and the Trustees shall on demand, execute and deliver any Instruments which may be necessary to secure the cancellation and discharge of record of this mortgage.

TWENTY-FIRST: The said Railway Company shall have the right

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at any time after the maturity of the bonds secured hereby, to fix a time at which payment of all unpaid bonds will be made at its Office or Agency in the City of New York, and notice thereof having been given for at least three months, by publication in at least one newspaper in the City of New York, and one in the City of Chicago, and in such other newspapers as, if any, the Trustees may direct, all such bonds as shall not be presented for payment pursuant to such notice shall be deemed paid, by the deposit with the said Central Trust Company of New York, or with any Trust Company in the City of New York designated for that purpose by the Trustees for the time being, to the credit of the holders of such bonds, of the amount then due for principal and interest thereon; and thereupon it shall be the duty of the Trustees to execute and deliver such Instruments as may be necessary, for the cancellation and discharge of this mortgage. In case the funds so deposited shall not be claimed by the owner or owners of such outstanding and unpaid bonds, within ten years after such deposit, it shall be the duty of such depositary to pay over the same, to the Railway Company, its successors or assigns.

IN WITNESS WHEREOF, the parties corporate hereto have respectively caused these presents to be sealed with their corporate seals, to be signed by their respective Presidents, and to be attested by their respective Secretaries, and the said DeForest L. Skinner has signed and sealed the same, the day and year first above written.

CHICAGO AND CALUMET TERMINAL RAILWAY COMPANY.

Chicago and Calumet Terminal Railway Company Corporate Seal, Chicago, Ills.
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By JOSEPH T. TORRENCE,

*President.*

Attest:

JAMES S. PRENTISS,

*Secretary.*



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Chicago & Calumet Terminal Ry. Co., 1888.

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## CENTRAL TRUST COMPANY OF NEW YORK.

Central Trust Company of New York.
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By GEORGE SHERMAN,  
*V. President.*

Attest:

B. G. MITCHELL,  
*Asst. Secretary.*

DEFOREST L. SKINNER, [SEAL.]  
*Trustee.*

STATE OF ILLINOIS, }  
COUNTY OF COOK. } ss.

I, William J. Stapleton, a Notary Public in and for the County and State aforesaid, do hereby certify that on the third day of July, A. D. 1888, before me personally appeared Joseph T. Torrence, known to me to be the President of the Chicago and Calumet Terminal Railway Company, the corporation described in and which executed the foregoing Mortgage as party of the first part thereto, who being by me duly sworn, did depose and say that he resides in the City of Chicago, Cook County, Illinois; that he is the President of the said Chicago and Calumet Terminal Railway Company, and knows the seal thereof; that the seal affixed to the foregoing Mortgage is the corporate seal of said Railway Company, and that said Mortgage is executed as the voluntary act and deed of said Railway Company, and that he signed his name thereto by the order of the Board of Directors of said Company, as President thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this third day of July, A. D. 1888.

William J. Stapleton, Notary Public, Cook County, Ills.
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WILLIAM J. STAPLETON,  
*Notary Public.*

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STATE OF INDIANA, }  
COUNTY OF PORTER. } ss.

I, J. Hanford Skinner, a Notary Public in and for the County and State aforesaid, do hereby certify that on the 5th day of July, A. D. 1888, before me personally appeared DeForest L. Skinner, known to me to be the same person whose name is subscribed to the foregoing Mortgage, as one of the parties of the second part thereto, and acknowledged that he executed the same as his free and voluntary act as such Trustee, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 5th day of July, A. D. 1888.

Porter County, Notary Public, Indiana.
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J. HANFORD SKINNER,  
*Notary Public.*

STATE, COUNTY AND }  
CITY OF NEW YORK. } ss.

I, Herbert M. Hyde, a Notary Public, in and for the State of New York, in and for the City and County of New York, do hereby certify that on the tenth day of July, A. D. 1888, before me personally appeared George Sherman, known to me to be the Vice President of the Central Trust Company of New York, the corporation described in and which executed the foregoing Mortgage, as one of the parties of the second part thereto, who being by me duly sworn, did depose and say that he resides in the City of New York, and that he is the Vice President of the said Central Trust Company of New York, and knows the seal thereof, that the seal affixed to the foregoing Mortgage is the corporate seal of said Company, and was affixed thereto by order of the Board of Directors of said Company, and that such mortgage is executed as the voluntary act and deed of said company, and that he signed his name thereto by order of the Board of Directors of said Company as Vice President thereof.

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IN WITNESS WHEREOF, I have hereunto set my hand and official seal this tenth day of July, A. D. 1888.

Herbert M. Hyde, Notary Public, New York, N. Y.
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HERBERT M. HYDE,  
*Notary Public.*  
*New York City and Co.*

Filed in the office of the Recorder of Lake County, Indiana,  
July 16th, 1888.

Filed in the office of the Recorder of Cook County, Illinois, July  
18th, 1888.



RESOLUTION OF STOCKHOLDERS,  
AUTHORIZING FOREGOING MORTGAGE.

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CHICAGO AND CALUMET TERMINAL RAILWAY COMPANY.

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*Copy of resolutions of stockholders, passed April 17, 1889, confirming bonds and mortgage of June 1, 1888.*

I, James S. Prentiss, Secretary of the Chicago and Calumet Terminal Railway Company, do hereby certify that at a meeting of the stockholders of the Chicago and Calumet Terminal Railway Company, held at the office of the Company, at room 529, in the "Rookery" Building, in the City of Chicago, Illinois, on the 17th day of April, A. D. 1889, at which meeting the holders of the entire capital stock of the company, being fifty thousand shares, were present in person or by duly appointed proxies, there were introduced and unanimously passed the following preamble and resolutions, to wit:

"WHEREAS, At an adjourned meeting of the stockholders of the Chicago and Calumet Terminal Railway Company, held on the 15th day of May, A. D. 1888, at 2 o'clock P. M., a resolution was adopted authorizing the issuance of bonds and the execution of a mortgage in conformity with and pursuant to resolutions of the board of directors adopted at a meeting of said board, held on the 14th day of May, A. D. 1888, at 10 o'clock A. M., and said bonds and said mortgage have been heretofore duly executed by the officers of this company, pursuant to said resolutions of said board of directors and to said resolution adopted at said stockholders' meeting, the said mortgage being in the form of a deed of trust to the Central Trust Company of New York, in the City of New York, and DeForest L. Skinner, of Valparaiso, Indiana, as trustees, covering and conveying all the property, franchises and privileges of this company to secure bonds as therein mentioned, dated the 1st day of June, A. D. 1888, and recorded in the office of the Recorder of Lake County, State of Indiana, on the 16th day of July, A. D. 1888, in book 19 of mortgages, beginning at

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Resolution of Stockholders authorizing foregoing Mortgage.

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page 100, and also recorded in the office of the Recorder of Cook County, State of Illinois, on the 18th day of July, A. D. 1888, in book 2400 of records, beginning at page 53; and

“ WHEREAS, Some question has been raised as to the sufficiency of the authority given for the making of said mortgage by the action of the stockholders aforesaid at said meeting as expressed in said resolution; and

“ WHEREAS, The entire capital stock of this company, being fifty thousand shares, is represented at this meeting, the holders of more than nine-tenths of said capital stock being now here present in person; and

“ WHEREAS, There is not outstanding against this company any other bonds or any other mortgage than the bonds and mortgage hereinbefore referred to; therefore be it now

“ *Resolved*, That the action of the said stockholders authorizing said bonds and said mortgage at the meeting aforesaid, held on the said 15th day of May, A. D. 1888, be and it is hereby approved, ratified and confirmed as of said date, that the stockholders of this company do now hereby approve, ratify and confirm as of said date the authority given and purporting to be given by said meeting for the execution of the said mortgage and the issuance of the bonds to be secured thereby, and that the stockholders of this company do hereby further approve, ratify and confirm the action of the officers of this company in executing and issuing or providing for issuing said bonds, and in executing, recording and delivering said mortgage.”

And I further certify that every one of the fifty thousand shares of the capital stock of said company was duly voted in favor of said preamble and resolutions, and that no share of stock was voted in opposition thereto.

Witness my hand as Secretary of the said Chicago and Calumet Terminal Railway Company and the seal of said company at Chicago, Illinois, this 22d day of April, A. D. 1889.

JAMES S. PRENTISS,

[SEAL.]

*Secretary.*

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Resolution of Stockholders authorizing foregoing Mortgage.

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Filed in the office of the Secretary of State of Illinois, April 23d, 1889.

Filed in the office of the Recorder of Cook County, April 23d, 1889.



## AGREEMENT

LIMITING ISSUE OF BONDS UNDER CHICAGO AND CALUMET TERMINAL  
RAILWAY COMPANY MORTGAGE OF JUNE 1ST, 1888.

THIS INDENTURE, made the first day of June, A. D. 1889, between the CHICAGO AND CALUMET TERMINAL RAILWAY COMPANY, a corporation duly organized and existing under and by virtue of the laws of the States of Illinois and Indiana, and hereinafter referred to as the Railway Company, party of the first part, and the CENTRAL TRUST COMPANY OF NEW YORK, a corporation duly organized and existing under and by virtue of the laws of the State of New York, and DeForest L. Skinner, of Valparaiso, Porter County, Indiana, Trustees, and hereinafter referred to as the Trustees, parties of the second part.

WHEREAS, the Chicago and Calumet Terminal Railway Company did heretofore on the first day of June, 1888, execute and deliver to the said Central Trust Company of New York and the said DeForest L. Skinner, of Valparaiso, Porter County, Indiana, as Trustees, its mortgage to secure *inter alia* an issue of first mortgage five per cent. fifty years gold bonds of one thousand dollars each, which bonds bear date the first day of June, A. D. 1888, which said mortgage was recorded in the Recorder's office of Lake County, Indiana, on the 16th day of July, 1888, at 11 A. M., in Book 19 of Mortgages, pages 100, &c., and in the office of the Recorder of Deeds for the County of Cook, in the State of Illinois, on the 18th day of July, 1888, at 10 A. M., in Book 2,400 of Records, page 53; and

WHEREAS, by said mortgage it was provided that there should be executed and secured thereby certain bonds, which bonds were to be certified by the Central Trust Company of New York, as Trustee, and delivered to the Railway Company for issue and sale, under the terms and conditions set out in Article Second of said Mortgage in the manner following:

“ Upon the delivery, from time to time, to the said Central

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Agreement limiting foregoing Mortgage.

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Trust Company of New York, one of said Trustees, of certificates signed by the president of said Railway Company, and verified by its chief engineer, stating the number of miles of track of said railroad from time to time completed by said Railway Company, the said Central Trust Company of New York shall, as often as two miles or more of track appear by said certificate to have been completed, certify and deliver to said Railway Company the aforesaid bonds at the rate of thirty-five thousand dollars per mile for each and every mile of first main track and of track connecting with industrial or manufacturing establishments, or with other railroads, and at the rate of fifteen thousand dollars per mile for each and every mile of second main track, and at the rate of fifteen thousand dollars per mile for each and every mile of any additional line of main track, constructed and completed upon any part of said line of railroad or branches thereof, as set forth in said certificates, all of which railroad shall be situated within a radius of twenty-two (22) miles from the Court House in the City of Chicago; and said certificates shall be conclusive evidence to the Trustees and either of them of the truth of any and all statements contained therein"; and

WHEREAS, it is desired by the said Railway Company that the bonds to be issued under said mortgage shall be issued upon the terms and conditions and in the manner provided in Article Second thereof, but that the aggregate amount of bonds to be executed and issued by the Railway Company and certified by the Trustees shall not exceed in the aggregate three thousand bonds of one thousand dollars each, making in the aggregate a total issue of three million dollars, instead of a total issue of ten million dollars, as provided in said mortgage:

Now, therefore, this Indenture WITNESSETH: That for and in consideration of the facts hereinbefore recited, and of the payment of one dollar by each of the parties to the other, the receipt of which is hereby acknowledged, the Railway Company hereby covenants and agrees that it will not execute, issue and deliver, and the Trustees covenant and agree that they will not certify bonds

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Agreement limiting foregoing Mortgage.

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secured by the said mortgage of June 1st, 1888, otherwise than as is provided in Article Second of the said Mortgage of June 1st, 1888, or to an amount greater than three thousand bonds of one thousand dollars each, amounting in the aggregate to three million dollars.

In confirmation of and by way of further assurance, the said Railway Company hereby ratifies and confirms the said mortgage of June 1st, 1888, and all the conveyances, covenants, terms and conditions therein contained, except as herein modified.

IN WITNESS WHEREOF, the parties corporate hereto have respectively caused these presents to be sealed with their corporate seals, to be signed by their respective Presidents, and to be attested by their respective Secretaries, and the said DeForest L. Skinner has signed and sealed the same, the day and year first above written.

CHICAGO AND CALUMET TERMINAL RAILWAY COMPANY,

By JOSEPH T. TORRENCE,

[SEAL.]

*President.*

Attest: JAMES S. PRENTISS,

*Secretary.*

CENTRAL TRUST COMPANY OF NEW YORK, TRUSTEE,

By F. P. OLCOTT,

[SEAL.]

*President.*

Attest: C. H. P. BABCOCK,

*Secretary.*

DEFORREST L. SKINNER,

*Trustee.*



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Agreement limiting foregoing Mortgage.

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STATE OF ILLINOIS, }  
COUNTY OF COOK. } ss.

I, MARSHALL LAPHAM, a Notary Public in and for the County and State aforesaid, do hereby certify that on the tenth (10th) day of June, A. D. 1889, before me personally appeared Joseph T. Torrence, known to me to be the President of the Chicago and Calumet Terminal Railway Company, the corporation described in and which executed the foregoing Mortgage as party of the first part thereto, who being by me duly sworn, did depose and say that he resides in the City of Chicago, Cook County, Illinois; that he is the President of the said Chicago and Calumet Terminal Railway Company, and knows the seal thereof; that the seal affixed to the foregoing Mortgage is the corporate seal of said Railway Company, and that said Mortgage is executed as the voluntary act and deed of said Railway Company, and that he signed his name thereto by the order of the Board of Directors of said Company as President thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this tenth (10th) day of June, A. D. 1889.

[SEAL.]

MARSHALL LAPHAM,  
*Notary Public.*

STATE OF INDIANA, }  
COUNTY OF PORTER. } ss.

I, J. Hanford Skinner, a Notary Public in and for the County and State aforesaid, do hereby certify that on the tenth day of June, A. D. 1889, before me personally appeared DeForest L. Skinner, known to me to be the same person whose name is subscribed to the foregoing Mortgage, as one of the parties of the second part thereto, and acknowledged that he executed the same as his free and voluntary act as such Trustee, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this tenth day of June, A. D. 1889.

[SEAL.]

J. HANFORD SKINNER,  
*Notary Public.*

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Agreement limiting foregoing Mortgage.

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STATE, COUNTY AND }  
CITY OF NEW YORK. } ss.

I, Herbert M. Hyde, a Notary Public, in and for the State of New York, in and for the City and County of New York, do hereby certify that on the fourteenth day of June, A. D. 1889, before me personally appeared Frederick P. Olcott, known to me to be the President of the Central Trust Company of New York, the corporation described in and which executed the foregoing Mortgage, as one of the parties of the second part thereto, who being by me duly sworn, did depose and say that he resides in the City of New York, and that he is the President of the said Central Trust Company of New York, and knows the seal thereof; that the seal affixed to the foregoing Mortgage is the corporate seal of said Company, and was affixed thereto by order of the Board of Directors of said Company, and that such mortgage is executed as the voluntary act and deed of said Company, and that he signed his name thereto by order of the Board of Directors of said Company as President thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this fourteenth day of June, A. D. 1889.

[SEAL.]

HERBERT M. HYDE,  
*Notary Public,*  
*N. Y. City and Co.*

Recorded in the office of the Recorder of Cook County, Illinois,  
June 20th, 1889.

Recorded in the office of the Recorder of Lake County, Indiana,  
July 21st, 1889.







Part V.

# CORPORATE SEALS.





The Chicago and Great Western  
Railroad Company.

The Chicago, Harlem and Batavia  
Railway Company.

The Bridgeport and South Chicago  
Railroad Company.

The Chicago and Great Western  
Railroad Company.

The Chicago, Harlem and Batavia  
Railway Company.

The Bridgeport and South Chicago  
Railroad Company.

Chicago and Northern Pacific  
Railroad Company.

The Chicago Central  
Railway Company.

The Chicago and Southwestern  
Railroad Company.



Chicago and Northern Pacific  
Railroad Company.

The Chicago Central  
Railway Company.

The Chicago and Southwestern  
Railroad Company.

Chicago and Calumet Terminal  
Railway Company.

The Calumet River  
Railway Company.

Hammond and Lake Michigan  
Railway Company.

Chicago and Calumet Terminal  
Railway Company.

The Calumet River  
Railway Company.

Hammond and Lake Michigan  
Railway Company.



The Chicago South Branch  
Dock Company.

The Chicago South Branch  
Dock Company.























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